



NON-EXCLUSIVE LICENSE AND SERVICES AGREEMENT

On this the 11th day of May 2020 (“Effective Date”), Lamb County, Texas, (“Licensee”), having offices at 100 6th Drive, Littlefield, Texas 79339 and Local Government Solutions, L.P. (“LGS”), having offices located at 2693 N. Hwy 77, Suite 2100, Waxahachie, Texas 75165, enter into this Non-Exclusive License and Services Agreement (“Agreement”) to permit Licensee the use of LGS software programs and related materials (collectively, the “Programs”) for the designated processing system(s) of Licensee, according to the following terms and conditions:

1.0 DEFINITIONS

- 1.01 “**Programs**” shall include each software program identified in **Exhibit 1** (“Departments and Users”) to this Agreement and associated documents, including but not limited to executable modules, user manuals and related documentation, in machine readable or printed form; and any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed.
- 1.02 “**Licensee**” shall mean Lamb County, Texas, including but limited to the individual Licensee Departments specifically identified in **Exhibit 1** (“Departments and Users”) that are authorized by this Agreement to use one or more of the Programs. “**Licensee Personnel**” shall mean all Licensee employees, officers, elected officials, agents, contractors or other representatives.
- 1.03 “**Department**” shall mean a particular specifically identifiable sub-unit of Licensee, for example, a distinct department, division or physical office of Licensee; or an independently elected official or a distinct department, division or physical office operating under that elected official and subject to that elected official’s supervision or authority.
- 1.04 “**Department Program**” shall mean the specific Program(s) that a particular Department is authorized to use or access under this Agreement. A Department may be authorized to use more than one Program, as specified in **Exhibit 1**.
- 1.05 “**User**” shall mean a particular individual who is authorized to access and use a particular Department Program under this Agreement. “**User Number**” shall mean, if specified, the total number of authorized Users for which Licensee has the right to permit access and use of a particular Department Program, up to the Concurrent User Number specified for the particular Department Program. Licensee shall assign a unique User Identification Number to each authorized User, and provide a list of all authorized User Identification Numbers to LGS, updated from time to time as necessary to keep LGS advised of all authorized Users and their assigned User Identification Numbers.



- 1.06 “**Concurrent User**” shall mean a User who is accessing and using a particular Department Program at the same time as one or more other Users authorized to access and use that Department Program. “**Concurrent User Number**” shall mean the maximum number of Users authorized to access and use a particular Department Program at any given time. The authorized Concurrent User Number for each Department Program is stated in **Exhibit 1**.
- 1.07 “**Public Records Law**” shall mean any state or federal law concerning the public disclosure of governmental documents, including but not limited to the federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552.
- 1.08 “Agreement” or “this Agreement” includes: this main Non-exclusive License and Services Agreement (“**Main Agreement Document**”), and the Exhibits attached to it (**Exhibit 1**, “Departments and Users” and **Exhibit 2**, “Term and Scope of Services”) (all together, the “**Main Agreement With Exhibits**”); and **Attachment A**, “A Proposal for: Lamb County, Texas,” by LGS to Lamb County in response to County RFP #FY17-09-11 “Integrated Case Management System” (the “**LGS Proposal**”). This Main Agreement Document and Exhibits 1 and 2 are to be construed together. If there is a conflict between the terms of this Main Agreement Document and Exhibits 1 or 2, the Exhibits will control. If there is a conflict between the Main Agreement with Exhibits and the LGS Proposal, the Main Agreement With Exhibits will control.

2.0 LICENSE

2.01 Grant of license

LGS hereby grants Licensee a non-exclusive, non-transferable, limited, revocable license to use the Programs identified in **Exhibit 1** (“Departments and Users”) hereto and incorporated herein, subject to payment of all fees and charges specified in this Agreement. Each Licensee Department identified in **Exhibit 1** may use the Program modules identified in **Exhibit 1** that are specific to that Department for the number of Users identified in **Exhibit 1** that is specific to that Department for that Department Program, for up to the number of Concurrent Users identified in **Exhibit 1** specific to that Department for that Department Program. Each Licensee Department shall use its identified Department Program(s) including any related materials in the regular course of its business only, within its normal capacity without abuse, only at the sites and only on the networks and workstations or other equipment authorized, only by the means and manner of access stated, and otherwise in the manner contemplated by this Agreement.

2.02 Ownership



All right, title and interest in and to the Programs and related materials are and shall remain vested in, and shall vest solely with, LGS. This Agreement does not create or transfer any right, title or interest in or to the Programs or any related materials in favor of Lessee or any third party.

2.03 No alterations or derivative works without consent of LGS

This Agreement does not grant Licensee the right to make derivative works or otherwise alter, modify or adapt the Programs or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (each hereinafter referred to as "Licensee's Designee"), inspect, work on, modify, alter, adapt, improve, reverse engineer, enhance, or develop the Programs or any of them, in any manner whatsoever (collectively "Alter" or "make Alterations"), without express written permission from LGS. Licensee shall not make any replacements or substitutions to the Programs including related materials without the written consent of LGS. Any Alterations, including any derivative works, shall be and become the exclusive property of LGS upon creation, whether or not complete, unless LGS and Licensee agree otherwise in writing.

2.04 Ownership or Alterations including derivative works

(a) If LGS consents to Alterations to its intellectual property, including but not limited to Alterations that constitute copyrightable or patentable derivative works, by Licensee or any Licensee's Designee, Licensee agrees that all right, title and interest in and to any and all Alterations developed by Licensee or by Licensee's Designee, whether such Alterations are completed or only partially completed,

(i) shall be works made for hire for LGS if they are of a character that may be recognized as such under applicable law; or

(ii) if not of such character, that all right, title and interest in and to such Alterations shall be and hereby are transferred and assigned by Licensee to LGS; or

(iii) if such present transfer and assignment is not recognized under applicable law, shall be transferred and assigned by Lessee to LGS when applicable law recognizes that such transfer and assignment would be; and that

(iv) Licensee shall execute suitable transfer and assignment documents upon request by LGS, and

(v) otherwise provide all reasonable assistance to LGS or its designee in effecting the registration or recordation of such Alterations, including but not limited to copyright registration in LGS's name.

(b) As necessary or convenient to accomplish these purposes, Licensee shall ensure that Licensee's Designee performing such work shall transfer and assign all right, title and



interest in and to the Alterations to LGS, including all proprietary and descriptive information related to the Programs and the Alterations that is developed by Licensee's Designee. Licensee agrees and warrants that it will be responsible for ensuring that appropriate contractual, work made for hire, and transfer and assignment documents are executed by it and/or by Licensee's Designee.

2.04 No removal of proprietary legends or notices

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Programs, including related materials.

2.05 Licensee data

Licensee retains all rights to its data. The data shall be exported in an ASCII format, or such other format as is appropriate for Licensee and which LGS is capable of producing; provided, that use of such non-ASCII format does not infringe any rights of LGS or any third party; and provided, further, that if programming or data conversion is required for production in such other format, Licensee agrees it will pay for such programming and conversion at LGS's then-prevailing time and materials rates, including reasonable travel costs and per diem expenses.

2.06 No access by unauthorized persons or entities

Licensee will not permit the Programs, including related materials, to be used, accessed, inspected, reviewed, or viewed directly or indirectly by any unauthorized person or entity.

2.07 No sublicenses or unauthorized extensions of license

Licensee may not grant sublicenses or other rights in or to the Programs to others, including Licensee Departments not expressly identified in **Exhibit 1** as being authorized for use of particular Programs, or assign or transfer, or attempt to assign or transfer, this License in whole or part, or any rights in or to the Programs, to any third party or other Licensee Department.

2.08 Confidentiality; protection and non-disclosure

(a) Licensee recognizes and agrees that the Programs, including related materials and information related to them, (i) are considered by LGS to be trade secrets, (ii) are provided to Licensee in confidence; and (iii) are the exclusive and proprietary property and information of LGS.

(b) Licensee represents and warrants that it will not disclose Programs or any related materials or any other LGS confidential or proprietary information to any unauthorized person or entity, including but not limited to unauthorized Licensee Departments or



Licensee Designees, or any third parties, directly or indirectly, without express written authorization from LGS.

(c) In the event a request is made for Licensee to disclose Programs or any related materials or information to an unauthorized person, entity or department, Licensee promptly shall give written notice to LGS identifying the requesting person, department or entity and, if known to Licensee, stating the reasons such requests have been made. LGS shall determine in its sole discretion whether the requested disclosures should be made, and if not, what action to take; provided, that requests made under a Public Records Law are subject to the provisions of Section 6.04 of this Agreement.

2.09 LGS right to terminate

LGS shall have the right immediately to terminate this Agreement without penalty, cost or liability to LGS, and without further obligation of LGS to Licensee hereunder, should Licensee violate any of its provisions. Termination shall be effective upon notice given by LGS to Licensee.

**3.0 LICENSEE FEES AND SCOPE OF LICENSE;
INITIAL MIGRATION OF DATA**

3.01 The fees for this Agreement shall be the amounts specified in **Exhibit 1** (“Departments and Users”) hereto, to be paid over the term of this Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Concurrent Users within a Department, (ii) Departments, or (iii) Department Programs, or (iv) increases in User Numbers or Concurrent User Numbers specific to a particular Department Program may result in additional fees, including fees for additional installations or authorizations, and increases in any annual, monthly, or other fees, as specified by LGS.

3.02 Subject to payment of stated fees by Licensee as specified in **Exhibit 1**, LGS will provide the Department Programs and other services specified in **Exhibit 1** (“**Departments and Users**”) and **Exhibit 2** (“Term and Scope of Services”).

3.03 Initial migration of Licensee data to LGS systems.

(a) Licensee is responsible, at its own cost, for providing LGS with Licensee’s existing data for which LGS services will be provided, in a format acceptable to LGS and for which LGS is readily able to import into and use with LGS Programs and databases.

(b) If Licensee’s data is in the possession of a third party (e.g., a prior service provider other than LGS), Licensee is responsible for obtaining Licensee’s data from the third party in a format acceptable and useful to LGS. All costs of and charges by the third party to provide Licensee’s data in such a format will be borne fully by Licensee.



(c) Licensee's tender of its data to LGS for initial installation ("Tendered Data") into LGS Programs and databases (the initial migration of Licensee's data) will be Licensee's representation to LGS that the tendered data is validated by Licensee as being its data and that it is accurate for the purposes of LGS's provision of services under this Agreement.

(d) LGS will not be held responsible in any way for any errors in the Tendered Data provided by Licensee for initial migration (including but not limited to inaccuracies in the data themselves and any errors arising from or traceable to formatting errors, irregularities or inconsistencies) ("Initial Data Errors"), including any errors, inconsistencies, incompleteness, or other deficiencies of data reasonably traceable to such Initial Errors or other inadequacies of the Tendered Data or the format in which tendered.

(e) Any LGS conversion, manipulation, reformatting, verification or other work required for or convenient to installation of any Tendered Data and to use it in LGS Programs, systems or databases ("Data Conversion") shall be a Special Service (see **Exhibit 1**, Special Services), for which, in addition to any other fees specified or authorized under this Agreement, Licensee shall pay LGS's reasonable costs, on a time-and-materials basis at LGS's then-prevailing rates, including reasonable travel costs and per diem expenses. LGS shall be entitled to fees for Data Conversion service provided whether or not Licensee re-tenders Licensee's data before completion of Data Conversion by LGS of previously tendered data.

4.0 TERM AND TERMINATION

4.01 Term

(a) This Agreement shall be effective as of the date specified in the signature block portion of this Agreement, or such other date as may be specified in **Exhibit 2** ("Effective Date"), and shall have an initial term of one year (the "Initial Term"), which shall terminate at 11:59 p.m. Central time on the day one (1) calendar year following the Effective Date, or on the date otherwise specified in **Exhibit 2** ("Initial Termination Date").

(b) Unless otherwise expressly provided in **Exhibit 2**, this Agreement shall automatically renew for up to 25 successive one year terms (each a "Renewal Term"), unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years or such other shorter total duration permitted from time to time under applicable law.

4.02 Post-Expiration Assistance

(a) Unless otherwise specified, upon termination of this Agreement, LGS will assist in



transferring the Licensee's data files in the possession of LGS pursuant to this Agreement, including conversion of such data to another data format usable by the Licensee; provided, however, that use of such format does not infringe or compromise the proprietary rights of LGS or any third party; and provided, further, that if programming or data conversion is required for production in such other format, Licensee agrees it will pay for such programming and conversion at LGS's then-prevailing time and materials rates, including reasonable travel costs and per diem expenses.

(b) Licensee shall be responsible for reasonable fees and for any costs or expenses incurred by LGS for such assistance, transferring or reformatting of data, at LGS's then-prevailing rates for time and materials, including any costs and expenses of associated travel, including reasonable per diem expenses. Licensee shall identify in writing to LGS what data records Licensee requests be converted, the format requested, and the media on which the converted data is requested to be written or recorded; such request shall be subject to LGS's agreement.

(c) If this Agreement has been terminated under Section 8 on the basis that funds have not been appropriated, LGS shall have no obligation hereunder to provide such transferal or conversion assistance to Licensee unless and until Licensee certifies in writing that funds are available for such services from current sources and Licensee is committed to pay LGS for such services from such current sources.

(d) Licensee shall be solely responsible for obtaining and for the costs of any applicable third party licenses that may be required to accomplish or permit the conversion to the agreed format and using the agreed media.

4.03 **Obligations survive**

Upon termination of this Agreement, all rights and obligations of the parties shall cease, except that Licensee's obligations regarding confidentiality, including provisions regarding any Public Records Law; return and warranty of complete return of all copies of the Programs and related materials to LGS; assisting LGS in protecting its intellectual property and in defending against any third party claims of infringement; venue, consent to suit, and choice of laws; attorney's fees and costs; payment of license and other fees, costs, interest and taxes; limitations of liability; and indemnity shall survive termination of this Agreement.



4.04 Other bases for termination

Subject to Section 10.02 (“Default”), LGS shall have the right to terminate this Agreement by giving written notice of such termination to Licensee, in the event that Licensee (i) fails to pay LGS any sums due hereunder when due, (ii) fails to observe any of Licensee’s obligations hereunder with respect to proprietary information or confidentiality, (iii) fails to perform or observe any other term or obligation set forth in this Agreement, or (iv) fails to strictly comply with all terms in Section 2 and Section 6.

4.05 LGS right to terminate for infringement claims

LGS reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, infringement or misappropriation of any intellectual property rights, or unfair competition or trade practices or other misuse, relating to the Programs or related materials, or any parts thereof, or their use by LGS or by Licensee, are asserted against LGS, any relevant LGS licensor, or Licensee or any of Licensee’s employees, officers, agents, representatives or contractors. Such determination shall be in the sole discretion of LGS so long as there is any commercially rational basis for it. Termination on this basis shall be effective on notice in writing to Licensee by LGS, stating the reason for such termination. Termination under this Section 4.04 is not subject to the notice and cure provisions of Section 10.02 (“Default”). Termination on this basis shall impose no penalty or cost on LGS, shall release both LGS and Licensee of further obligations of performance under this Agreement except as provided in Section 4.03 (Obligations Survive), and shall not constitute breach of this Agreement by LGS. LGS will assist Licensee to identify substitute services, and may be able, but is not required, to provide substitute services itself.

4.06 Termination cumulative with other rights

The right of termination under this Section 4.0 shall be in addition to any other right or remedy LGS may have at law or in equity.

4.07 Termination concurrent with termination of Services Agreement

Licensee’s termination of this Agreement shall be the sole remedy for Licensee for any claim of breach of this Agreement by LGS asserted by Licensee, except as may be expressly provided elsewhere in this Agreement.

5.0 PAYMENTS

5.01 Payment due upon invoice

All sums due hereunder shall be payable in full as specified in **Exhibit 1**. *Timely payment in full of fees and other costs when due is a material obligation of Licensee.* Payments are due at LGS’s offices at the address stated above, or such other address to which LGS may



from time to time designate in writing, at the time stated in **Exhibit 1**, unless otherwise expressly provided in **Exhibit 1** ("Departments and Users"). Payments are deemed made when received by LGS.

5.02 **No right to withhold or offset**

Licensee shall make all payments when due and shall not be entitled to withhold any payments or portions thereof in the event of a dispute between LGS and Licensee, except that Licensee may withhold any portion of any payment due for which there is a bona fide dispute about the amount due, other than for payments that are fixed, specified, or otherwise unambiguously determined amounts (such as fixed fees stated in Exhibit 1); provided, that for any such amounts withheld by Licensee that are ultimately determined to be owed to LGS, interest will accrue at the highest legally permitted rate from the date the payment was due under this Agreement until paid in full. Except as specifically provided in this Agreement, Licensee's obligation to make timely payments under this Agreement will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of or alleged deficiencies in the Programs or related materials, or any defects, malfunctions, misfunctions, breakdowns or other infirmities of any kind in the Programs or related materials, or relating to the Programs or related materials.

5.03 **Manner and mode of payment**

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to LGS at its address stated herein, or at such other address as LGS specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of LGS's designation.

5.04 **Taxes**

(a) In addition to the fees or other amounts due and payable under this Agreement, Licensee shall be responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this Agreement or any activities conducted or services provided hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "Taxes"); provided, however, that Licensee shall have no obligation to pay any taxes based on LGS's net income or gross receipts. If such Taxes are payable by or levied on LGS, Licensee shall promptly pay such Taxes in full upon notice by LGS or promptly reimburse LGS in full for any such Taxes LGS has paid, upon receipt of an invoice therefor.

(b) If Licensee claims exemption from any kinds of taxes, it must provide LGS with copies of appropriate certificates or other evidence of such status. If a tax-exemption certificate is provided by Licensee, the obligations stated in subsection (a) above shall not



apply, to the extent excused by the tax exemption.

6.0 SECURITY / SECRECY

6.01 Duty of nondisclosure

Licensee shall ensure that the Programs and related materials, or any portion thereof, whether written or recorded or stored on magnetic tape, disk or electronic or magnetic memory, or in any other form or on any other media, are not disclosed or otherwise made available by Licensee or by any of its elected officials, employees, officers, agents, representatives or contractors, to any entities, organizations or individuals not authorized by this Agreement to use, possess, view, review, or otherwise access the Programs or related materials, unless required by valid order of a court or administrative agency having requisite authority and jurisdiction. *This is a material provision of this Agreement.*

6.02 Proprietary, trade secret character of Programs

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Programs and related materials, and expressly agrees as follows:

- (a) To use the Programs and related materials solely at the place(s) of installation and Access Points authorized in this License Agreement.
- (b) To ensure that (i) specific Department Programs and related materials are used solely by the Department(s) expressly authorized to use them; (ii) no more than the authorized number of Department Users use or have access to the relevant Department Program(s); and, as applicable, (iii) no more than the authorized Concurrent User Number of Users accesses or uses the Department Program(s) at any given time;
- (c) To make no unauthorized copies of the Programs or related materials, or any component or portion thereof, by any means for any purpose whatsoever without prior written consent of LGS;
- (d) To make no unauthorized dissemination of the Programs and related materials;
- (e) To instruct Licensee's elected officials, employees, officers, agents, contractors, designees and representatives, and any others, having access to the Programs or related materials that they may not copy, make available, allow access to, or disseminate the Programs or related materials, in part or in whole, to unauthorized persons or entities, and to require strict compliance with these instructions as a condition of employment.
- (f) To effect security measures, including adoption of a written policy of confidentiality, adequate to safeguard the Programs and related materials from



unauthorized use or access by persons other than Licensees employees authorized to use the Programs for Licensee's own requirements.

- (g) To reproduce LGS's copyright, trademark or patent notices or marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Programs and related materials on which LGS displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this Agreement.

6.03 **No unauthorized copying, modification, dissemination**

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or related materials, or allow any other person to do so in any way or manner, without the prior written authorization of LGS, except as required by the Texas Public Information Act.

6.04 **Public Records Law**

(a) Licensee and its Departments shall immediately inform LGS in writing (which may include transmission by facsimile or electronic mail) of any request under the Texas Public Information Act for inspection or copying of any of the Programs or related materials.

(b) If disclosure of LGS materials is ultimately required by law or decision, unless otherwise required by law, Licensee will not provide copies of LGS materials to the requestor, but will only permit requestor to view and inspect the LGS materials, as permitted by Attorney General or other applicable law or decision.

(c) In the event that disclosure is ultimately required, Licensee shall provide, along with the required access to or any copies of such disclosed materials, a written notice to the recipient that (i) the materials are owned by LGS, or by a third party and licensed to LGS, as applicable; (ii) the materials may be protected by the federal Copyright Act and other laws, including those protecting patents and trademarks; (iii) recipient is not by virtue of obtaining disclosure under the Texas Public Information Act thereby authorized to use, copy, or disseminate the materials, or develop or use derivative works, without the express written consent of LGS; and (iv) any unauthorized use, copying, dissemination, or development or use of derivative works may constitute a violation of federal copyright or other laws, and could subject the recipient to civil or criminal penalties.

(d) ***The obligations of this Section 6.04 are material obligations of Licensee, and any failure of Licensee to comply, for whatever reason, is ground for immediate termination by LGS of this License Agreement.***

(e) Termination under this Section 6.04 is not subject to the provisions of Section 10.02 ("Default") regarding notice and opportunity to cure.

6.05 **Compliance privacy requirements**



(a) Licensee is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use data related to this Agreement which include personally identifiable information ("PII") comply with applicable federal, state and local law, regulatory rules and guidelines regarding the handling, confidentiality or privacy of such information, as those laws and regulations may be amended from time to time including any successor laws or regulations ("Privacy Laws").

(b) LGS is providing the Programs on an "as is" basis. If additional equipment, software, or other programming beyond the Programs' "as is" status, or procedures are required so that the data processing services provided by LGS hereunder for Licensee may achieve compliance with any applicable Privacy Laws, considering Licensee's network, operating systems, and equipment and their configuration, deployment and other characteristics, Licensee's programs, applications and data access practices and procedures, staffing, Access and other security rules and procedures, or other relevant factors, comply with applicable Privacy Laws, Licensee shall be responsible for the costs of compliance by LGS, on a time-and-materials basis at LGS's then-prevailing rates, and costs and expenses of any associated LGS travel, including reasonable per diem expenses.

(c) LGS compliance with written requests by Licensee for reports of any type covered by applicable privacy laws, regulatory rules or guidelines, whether through a Public Records Law or otherwise, or in response to any request for information by a federal, state or other local authority, regulator, agency or entity, with which Licensee wishes to comply, shall be considered a Special Service for which costs of compliance or other assistance to Licensee by LGS shall be charged to Licensee on a time-and-materials basis at LGS's then-prevailing rates.

6.06 **CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.**

(a) Licensee acknowledges that LGS has gone to considerable time and expense to develop the Programs and related materials and that LGS would suffer significant and irreparable harm and damage by unauthorized copying, reproduction or use of the Programs or related materials.

(b) Licensee further acknowledges that such unauthorized actions may and likely would cause significant commercial damages, which would be difficult to quantify.

(c) Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available, LGS shall be entitled to equitable relief including but not limited to temporary restraining orders, temporary and permanent injunctions to protect the integrity of its intellectual property and other proprietary or confidential information and trade secrets and to prevent disclosure (or continuing disclosure) thereof; and Licensee expressly agrees it will not seek or propose to require that LGS post any



bond or other security as a condition of such injunctive or other relief.

(d) Licensee also hereby expressly waives any right to require that LGS provide proof of actual or impending actual damage as a prerequisite to LGS obtaining equitable relief.

7.0 LIMITED LIABILITY; DISCLAIMER OF WARRANTIES; FORCE MAJEURE; INDEMNITY

7.01 LIMITATION OF LIABILITY

LGS'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS LICENSE AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED. IN NO EVENT WILL LGS BE LIABLE TO LICENSEE OR ANY LICENSEE PERSONNEL FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF LGS HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE PROGRAMS OR RELATED MATERIALS, OR THE ACT OR FAILURE TO ACT OF LGS, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS LICENSE AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THIRD-PARTY CLAIMS FOR INFRINGEMENT BY LGS OF THE THIRD PARTY'S INTELLECTUAL PROPERTY, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY.

7.02 NO WARRANTY

LGS PROVIDES THE PROGRAMS, IMPROVEMENTS AND RELATED MATERIALS TO LICENSEE "AS IS." LGS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS OF USE FOR ANY PARTICULAR PURPOSE, EXCEPT THAT THE PROGRAMS WILL HAVE THE FUNCTIONALITY DESCRIBED IN **EXHIBIT 2** (TERM AND SCOPE OF SERVICES). LGS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS OR IMPROVEMENTS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS OR IMPROVEMENTS WILL BE ACCURATE, UNINTERRUPTED OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY LGS OR LGS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. LGS DOES NOT MAKE ANY WARRANTY THAT THE PREOGRAMS AND RELATED



MATERIALS, OR ANY INFORMATION, DATA, SOFTWARE OR EQUIPMENT USED TO RUN OR ACCESS THE PROGRAMS OR IMPROVEMENTS, OR THE DATA THEY USE OR GENERATE, OR THE REPORTS THEY GENERATE, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS OR AGENTS. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL DATA, AND LGS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH DATA. PROVIDED HOWEVER, THAT LGS WILL USE ITS BEST EFFORTS TO EVALUATE ANY ISSUES WITH THE PROGRAMS BROUGHT TO ITS ATTENTION BY LICENSEE AND MAKE RECOMMENDATIONS TO LICENSEE WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

7.03 **Infringement Indemnification**

(a) LGS agrees to indemnify and to hold harmless Licensee from any damages finally awarded regarding use, dissemination, and copying of the Programs and related materials, access to them, and protection and handling of them, and which do not result (i) in whole or part from Licensee's failure to comply with its obligations under this Agreement, including the License granted herein; or (ii) from the development or use of any derivative work or other alteration, modification, or adaptation developed by or for Licensee by other than LGS or LGS-designated and -authorized contractors; provided, that LGS is promptly given notice in writing by Licensee of any such claim and that LGS has the right to elect to defend or settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with LGS in connection with any defense by LGS of such claims or attempt to settle such claims. Failure of Licensee to provide such assistance shall be a material breach of this Agreement, for which LGS shall have the right immediately to terminate this Agreement. LGS shall not be obligated to defend claims brought by third parties against Licensee based on actions by Licensee that violate the License granted herein or other terms of this Agreement, but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims, but shall bear its own costs of such participation and its costs to assist LGS. LGS shall have the right to determine the defenses of such claims concerning its intellectual property, and the right to determine whether to accept any settlement offer or other offer of compromises of such claims.

(b) To the extent permitted by law, Licensee shall indemnify and hold LGS harmless from any damages finally awarded as a result of any third party claim of infringement of intellectual property asserted by reason of Licensee's use of the Programs or related materials, where such use by Licensee has NOT complied strictly with the terms and conditions of this Agreement.



7.04 **Force Majeure**

LGS shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods, hurricanes or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including hacking, worms, viruses, Trojan horses, or other malware or harmful agents, or interference with, alteration or destruction of Licensee data; any action, law, order regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of LGS or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until LGS by the exercise of reasonable diligence might remove, avoid or otherwise cure such impediment.

8.0 NECESSITY OF FUNDING APPROPRIATION

8.01 **Term subject to appropriation**

Except as provided in this Agreement for earlier termination, this Agreement shall continue in force for its normal Initial Term and any Renewal Term as set forth in Section 4.01 and/or Exhibit 1, subject to the following limitation: The term of this Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein for the coming contract year.

8.02 **Termination for non-appropriation**

In the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party, as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation.

8.03 **Licensee certification of funding; Licensee notice of non-appropriation**

- (a) Licensee certifies that it has available funds for payment of this Agreement during the initial fiscal year of the Licensee in the term of this Agreement.
- (b) Licensee must notify LGS at least ninety (90) days prior to the end of any current



fiscal year if it does not intend to make such appropriation for the coming fiscal year.

(c) If this Agreement is not terminated pursuant to this section, then on or before fifteen (15) days before the beginning of each Licensee fiscal year during the term of this Agreement, Licensee shall provide written certification to LGS that adequate funds have been appropriated by it for the payment in full required under this Agreement for the coming fiscal year.

9.0 REPRESENTATIONS

9.01 Status of Licensee; authority to make agreement; compliance with state law

Licensee represents, covenants and warrants that it is a governmental subdivision of the State of Texas; and that as such it is a public local governmental body, corporate and politic and is authorized by the Constitution and other laws of the State of Texas to enter into the transactions contemplated by this License Agreement and to carry out its obligation hereunder. Licensee further represents, covenants and warrants that it has complied with all procedures imposed by state or local law, so that this Agreement is enforceable under the laws of the State of Texas, and that Licensee has complied with all applicable competitive bidding or other procurement requirements, or has come within the scope of appropriate exceptions to the competitive bidding or other procurement requirements applicable to Licensee.

9.02 Disclaimer of reliance on other understandings or practices

Each party represents and warrants to the other party that, in entering into this License Agreement and in performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other party with respect to the subject matter hereof, or on any prior or current course of dealing or course of performance between the parties concerning or related to other agreements or undertakings, or on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

10.0 REMEDIES

10.01 Equitable Relief

Licensee agrees that because of the unique nature of the Programs and related materials, irreparable harm will be caused by a breach by Licensee of its obligations under this Agreement, that monetary damages will be inadequate to compensate for such harm and that injunctive relief will be an appropriate remedy to enforce the provisions of the Agreement, including as provided in Section 6.06 ("Consent to Injunction").



10.02 Default

(a) Without limitation hereby, the following shall constitute a default by Licensee ("Default"):

- (i) Failure to pay when due any payment under this License Agreement or the performance of any obligation hereunder;
- (ii) Failure by Licensee to comply with or perform any provision of this Agreement;
- (iii) False or misleading representations or warranties as to Licensee's status and the current year's appropriations of funds for this Agreement made or given by Licensee; or
- (iv) Any reduction in the value of the Programs and related materials caused by any act of Licensee that imperils the prospect of full performance or satisfaction of Licensee's obligations under this Agreement.

(b) Except as otherwise specified elsewhere in this Agreement, LGS has the right immediately to terminate this Agreement upon the occurrence of any event of Default as specified above, upon Licensee's failure to remedy such Default within a period of thirty (30) days after notice of such Default by LGS to the Licensee official executing this Agreement on behalf of Licensee.

(c) Upon Default by Licensee and the failure of Licensee to cure the Default within the permitted time, LGS shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this Agreement, and enter the premises of Licensee and take possession of the Programs and related materials and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment or systems;
- (ii) Take whatever action permitted at law or in equity which LGS in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee; enforce performance and observance for any obligation, agreement or covenant of Licensee under this Agreement; protect LGS's intellectual property or otherwise proprietary information or products; otherwise protect and enforce LGS rights; and recover LGS's reasonable attorneys' fees and costs associated with such enforcement efforts; and
- (iii) Seek any other relief to which LGS may be entitled at law or in equity.



11.0 MISCELLANEOUS

11.01 No Assignment by Licensee

Licensee’s rights in and to the Programs and related materials as provided in this Agreement may not be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without LGS’s prior written consent and the execution of a new Agreement.

11.02 Notices

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail, (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery, or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this License Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving party, or to such other address, facsimile number or person as the receiving party may designate in writing to the sending party from time to time.

If to LGS:

Local Government Solutions, L.P.
2693 N, Hwy 77
Suite 2100
Waxahachie, Texas 75165

If to Licensee:

Lamb County, Texas
c/o County Judge
100 6th Drive
Littlefield, Texas 79339

11.03 Severability

In the event that any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement gives effect to the meaning and intent of the parties as inferred from all the terms of this Agreement.



11.04 **Entire agreement; modification**

This Agreement is the entire agreement between the parties concerning the licensing of the Programs and related materials, and supersedes all oral or written proposals or understandings concerning the subject matter of this Agreement. This Agreement may be modified only pursuant to a writing duly executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the purchase order form or such other document and this Agreement shall be controlled by this Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented shall have the effect of creating a conflict with or a variance of the terms of this Agreement, or of augmenting the terms of this Agreement, unless expressly so agreed in writing by LGS; acceptance of or provision of services on the basis of such purchase order or other document shall not constitute such express agreement.

11.05 **Actions**

In the event of litigation or other dispute proceeding arising out of this Agreement, both parties will bear their own legal fees and costs of litigation, regardless of the outcome.

11.06 **Governing Law**

This License Agreement shall be governed by and enforced in accordance with federal law (as applicable) and the laws of the State of Texas without giving effect to its choice of law principles.

11.07 **Confidentiality**

Each party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other party or its representatives that may be acquired or provided in the course of performance of this Agreement. Each party shall promptly notify the other in writing of any discovered compromise of such confidentiality. Licensee shall use utmost care to ensure that no unauthorized copies of or access to Programs, related materials, other software and other intellectual property provided by LGS is obtained, copied, used or inspected by unauthorized persons.

11.08 **No waiver of rights**

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.



APPROVALS AND EXECUTION OF AGREEMENT

Each person signing below for a party represents and warrants to the other party that he or she has read this Agreement in its entirety; understands its terms; has consulted with legal counsel about the obligations imposed by this Agreement, is duly authorized to execute this Agreement on behalf of and to bind the party on whose behalf he or she signs; and that such party will be bound by those terms.

Executed the dates written below, to be effective as of MAY 26, 2020 or as otherwise specified in **Exhibit 1** ("Effective Date").

Lamb County Texas

Signature

James M. DeLoach
Lamb County Judge

Date:

Local Government Solutions, LP

Signature

William E. Hazeldean
President

Date: May 11th, 2020



Exhibit 1
To LGS Non-Exclusive License and Services Agreement
DEPARTMENTS AND USERS

General

The Licensee Departments identified in this **Exhibit 1** shall be authorized to use only the specific Department Program(s) stated for that Department.

Each Department Program shall be authorized to have up to a stated number of Users and up to a stated number of Concurrent Users. A “User” is any person authorized by Licensee under the License Agreement to utilize a particular Department Program and any related materials. “Concurrent Users” are Users who utilize a Program simultaneously.

Department/Solution	Authorized Program	Number of User(s)	License Fee	Monthly Fee
County Clerk Case Management Solution ONLY	DataPoint Rel 2020 for County Clerk’s office includes all software, licenses, maintenance, support and bug fixes for as long as the license is active.	4	\$167.00	\$668.00
District Clerk Case Management Solution	DataPoint Rel 2020 for District Clerks office Includes all software, licenses, maintenance, support and bug fixes for as long as the license is active.	3	\$167.00	501.00
Justice Courts	Justice Court Solutions for JP offices Includes all software, licenses, maintenance, support and bug fixes for as long as the license is active.	4	\$167.00	668.00
Prosecutor Professional, Hot Checks, Discovery Portal	Full Prosecutor Solution including the Discovery Portal	4	213.00	852.00
LGS Court Software - eBench	LGS Court Solution – County Court	1	85.00	85.00
Court Administrator – County Court	Administrator / Coordinator Solution	1	150.00	150.00
LGS Court Software - eBench	LGS Court Solution – District Court	1	85.00	85.00
Court Administrator – District Court	Administrator / Coordinator Solution	1	150.00	150.00
Auditor	Inquiry Solution into Clerks	1	100.00	100.00
Probation	Inquiry Solution into Clerks	3	100.00	300.00
Hosted Server				50.00
Hosted Image Storage	Network Attached Storage	5 TB	80.00	80.00
Offsite back up	Offsite Data Center Backup	8 TB	60.00	60.00
Total Monthly Fee				\$3,749.00

Table 1 – Lamb County Software License and Maintenance from LGS Hosted Center



Services Conversion, Installation, and Training			
Description of Item	Units	Rate \$/Hour	Cost
Conversion			
County Clerk	35 hrs	85.00	\$2,975.00
District Clerk	35 hrs	85.00	2,975.00
County/District Attorney	35 hrs	85.00	2,975.00
Justice of the Peace	70 hrs	85.00	5,950.00
Training - Onsite			
County Clerk	3 days	850.00	\$2,550.00
District Clerk	3 days	850.00	2,550.00
County Judge	½ day	850.00	425.00
District Judge	½ day	850.00	425.00
County/District Attorney	3 days	850.00	2,550.00
Justice of the Peace	5 days	850.00	4,250.00
Auditor	½ day	850.00	425.00
Probation	½ day	850.00	425.00
TOTAL CONVERSION FEE		One-Time	\$14,875.00
TOTAL TRAINING FEE		One-Time	\$13,600.00
Comp. Conversion			-\$14,875.00
Net Services Cost (one-time payment)			\$13,600.00

Table 2 - Conversion and Training Services.

Licensee may have the number of designated Users identified by a unique user ID assigned by Licensee and reported to LGS, and a unique password. Monthly fees is based on the number of designated Users.

Departments and Department Programs

The following Licensee Departments are authorized to utilize the following specific Department Programs, which are described in Exhibit 2 (Term and Scope of Services):

Payment of Fees

No fees will accrue or otherwise be due for the initial installation and training until such time as the Licensed Software is being used by the Licensee to conduct business in the offices described in **Exhibit 2**. LGS anticipates the installation process to last approximately two weeks for each office.

Monthly fees are payable in advance for the full next monthly period, on or before the last business day of the preceding month.

All payments shall be made in U.S. Dollars, by check or money order, sent to the following address:



*Local Government Solutions
3011 Armory Drive, Suite 190
Nashville, TN 37204*

or by wire transfer to the account specified by LGS. Payments are not deemed made until the check or money order is received by LGS at its Nashville, Texas, office address, or, as applicable, the funds transmitted by wire transfer are credited to LGS's account.

Additional Departments or Department Programs

Upon written request of Licensee, additional Departments or Department Programs may be added, subject to consent of LGS and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Programs, or installation, and other costs, including but not limited to travel and reasonable per diem expenses, may apply.

Additional Concurrent Users

Additional Concurrent Users may be added upon request of Licensee with the approval of LGS, and as documented in an Addendum to this **Exhibit 1** executed by Licensee and LGS, for an increase in the license fee stated for that Department equal to \$160.00 per month per additional Concurrent User.

Licensee Requests and Trouble Notices

Licensee must submit all requests for services of any kinds, including any Special Services ("Service Requests"), and submit all complaints or reports of errors or malfunctions ("Error Reports") in writing to LGS. LGS is not responsible for responding to Licensee Error Reports or Service Requests that are not timely submitted in writing. Emails properly addressed to support@supportlgs.zendesk.com are acceptable; and any period of time required for or stated under this Agreement for response or cure by LGS of asserted Errors, or for the provision of requested services, shall not be deemed to have begun until and unless such Error Report or Service Request has been received by LGS.

Special Services

Licensee may from time to time request that LGS provide Special Services, which are services outside the stated scope of services identified in **Exhibit 2** but which are related thereto. All requests for Special Services must be made in writing.

In response to requests for Special Services, including but not limited to custom programming (i.e. any programming or other services not identified in **Exhibit 2**), or any other Special Service that is requested by Licensee and which LGS agrees to provide, LGS shall provide the Licensee a written



estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the custom programming or other Special Service, based on LGS's then-prevailing rates for materials and services. Licensee shall have the option thereafter to have the custom programming or other Special Service performed. Upon the Licensee providing a written authorization to proceed with such custom programming or other Special Service, including a written Licensee representation that adequate funds are available to pay for such services, LGS shall perform such Special Services. Licensee's authorization for LGS to proceed shall constitute Licensee's representation and agreement that it shall pay LGS for such Special Services on a time-and-materials basis at LGS's then-prevailing rates, including reasonably incurred travel costs and per diem expenses, as applicable. LGS may require that a written Addendum to **Exhibit 1** and/or to **Exhibit 2** be executed.

NOTE THAT requests by Licensee that LGS provide documents, reports or other information in respect of a request made to Licensee

- (i) under a Public Records Act, whether federal or state or otherwise, or
- (ii) in response to any request to Licensee for information by a federal, state or other local authority, regulator, agency or entity ("Agency Request"), with which Licensee wishes to comply for any reason

shall be considered a request for Special Services, with costs to be charged to Licensee on a time-and-materials basis at LGS's then-applicable rates, as provided in Agreement section 6.05(c).

Information requests must be directed to Licensee, not to LGS, which will not be responsible for responding directly to any such request. Licensee must determine whether complying with the request is warranted, and if so, must make a request to LGS for assistance (Special Services). When received, LGS will respond to Licensee's request, including providing Licensee with a written proposal for providing such Special Services, with an estimate of the time required and likely costs for such services. Licensee may then determine whether to authorize such Special Services be provided by LGS, which authorization shall constitute an agreement by Licensee that LGS will be paid for such Special Services, on a time-and-materials basis at LGS's then-prevailing rates, including where applicable reasonable costs of travel and per diem expenses.

Expenses

Expenses of travel made by LGS personnel at the request of Licensee shall be reimbursed to LGS subject to any applicable limits imposed by law; *before such travel is agreed to by LGS or undertaken, Licensee shall advise LGS of any such limits.*

LGS shall limit expense types to:

- Southwest Airlines' lowest published rates.
- Government rates at local hotels.



- Hotel categories not to exceed Courtyard by Marriott, Hampton Inn, by Hilton or Holiday Inn Express.
- Mid-sized car rental.
- Reasonable per diem not to exceed the State Approved Per diem.

Licensee's Compliance With Privacy Standards

Licensee is responsible that its networks, databases and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter "Access") individually identifiable health information ("IIHI"); also referred to as protected health information, "PHI") or any other personally identifiable information ("PII"); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant Licensee functions or procedures concerning such data or Access thereto, are compliant, as appropriate, with (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all applicable regulatory rules or guidelines implementing HIPAA ("HIPAA Regulations") (both collectively "HIPAA" unless otherwise stated) (ii) with other applicable federal, state or local privacy laws, and any implementing rules, guidelines or regulations; as these laws, regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines.

[This space intentionally left blank.]



Exhibit 2
To Non-Exclusive License and Services Agreement

Term and Scope of Services

Initial Term:

Duration: One (1) Year Initial Term

Start Date of Initial Term Estimated September 2020 (dependent on Covid-19 Travel Constraints.)

End Date of Initial Term Estimated August 2021

Renewals – as specified in the Agreement.

Installation, Training and Orientation

LGS agrees to provide training to Licensee utilizing the Services hereunder, when in the opinion of both parties, it will further the intent of this Agreement plus facilitate and expedite the provisions of the services. Initial installation of the LGS Programs shall occur concurrent to the initial orientation of appropriate Licensee personnel by LGS, at a time and location to be arranged by Licensee and agreed to by LGS. Orientation and training shall be provided by LGS at the cost stated in **Exhibit 1**. After the initial installation, access and maintenance of the Programs by LGS will be by remote access. 8:00am – 5:00pm Central Time support is included in the monthly licensing fee.

Data Backup

LGS will be responsible to conduct daily and monthly backup of Licensee data kept on the Hosted Services server(s), by means consistent with industry standards, or as may be otherwise specifically described below.

Backup Services Description: LGS Standard Backup services shall apply and include nightly incremental backups, Friday full Backups, and Saturday full Backups, End of Month full Backups, and End of Year Backup. Initial backup file size allocation is 8 TB. If County exceeds the Initial Backup file size upgrades are in increments of 5GB.

Backup Services shall include all images and database files. Backups shall be encrypted using 128 Bit Military Grade encryption algorithms.



Programs To Be Provided

Name of Program	Office Using Program	Special Considerations
DataPoint 2020	County Clerk	<p>DataPoint solution is a full purpose solution which includes Case Management for Criminal, Civil, Juvenile, Mental and Probate/Guardianship case records management.</p> <p>DataPoint 2020 also includes integrated eFiling for both Criminal and Case filings using eFile-Texas plus integration with all of the law firms that are currently employed by Texas counties for collection of outstanding court cost and fines. DataPoint includes integrated Receipting, Financial Reporting on a Daily and Monthly basis as well as hundreds of pre-written reports. Other software included includes a Full Jury Wheel, Attorney of Record management and Management of Registry of Court information by individual and /or individual account. DataPoint includes automated CJIS filings, OCA case status reporting and reporting to a vast number of third parties including MBVA, Purdue-Brandon, Omni base, and OCA Collection Improvement.</p> <p>Features and Functionality</p> <ul style="list-style-type: none"> • Criminal Case Management • Civil Case Management • Approved Integration with Texas eFile.gov • Juvenile Case Management • Probate/Guardianship Case Management • Mental Health Case Management <ul style="list-style-type: none"> • Cash Bond Management • Automated OCA Reporting • Automated Document Generation • Automated Electronic CJIS/JJIS Submission • Integrated Scanning and Viewing • Public Inquiry for all systems <ul style="list-style-type: none"> • Integrated Receipting • Financial Reporting • Online Record Hosting
DataPoint 2020	District Clerk	<p>DataPoint solution is a full-purpose solution which includes Case Management for Criminal, Civil, Juvenile, Mental and Probate/Guardianship case records management. DataPoint 2020 also includes integrated eFiling for both Criminal and</p>



Case filings using eFile-Texas plus integration with all of the law firms that are employed by Texas counties for Collection of outstanding court cost and fines. DataPoint also includes integrated Receipting, Financial Reporting on a Daily and Monthly basis as well as hundreds of pre-written reports. Other software included includes a Full Jury Wheel, Attorney of Record management, and Management of Registry of Court information by individual and /or individual counts. DataPoint includes automated CJIS files, OCA case status reporting and Report to a vast number of third parties including MBVA, Purdue-Brandon, Omni base, and OCA Collection Improvement.

Features and Functionality

- Criminal Case Management
- Civil Case Management
- Approved Integration with Texas eFile.gov
- Juvenile Case Management
- Registry of Court Management
- Jury Wheel Management
- Cash Bond Management
- Automated OCA Reporting
- Automated Document Generation
- Automated Electronic CJIS/JJIS Submission
- Integrated Scanning and Viewing
- Public Inquiry for all systems
- Integrated Receipting
- Financial Reporting
- Automated AG Billing and Receipting
- Online Records Hosting

Courts 2020

Judges & Administrators

LGS recognizes the important task of maintaining detailed and accurate records necessary for court to run smoothly on both the county and district level. The court application in DataPoint™ was created to assist in the management and scheduling of courts through integrated case management, customizable docket options, and extensive case load reporting. Through our browser-based technology, your office will see numerous of features designed to increase productivity with the needs of your office in mind.

Features and Functionality

- Criminal Case Management
- Civil Case Management
- Juvenile Case Management
- Probate/Guardianship Case Management
- Mental Health Case Management
- Automated Document Generation Including Notice Letters
- Integrated Scanning and Viewing
- Batch Docket Management
- Detailed Case Load Reports



Prosecutor Professional

District and County Attorneys offices

Prosecution Professional is a unique Case Management System designed for today's active prosecutors. It allows attorneys, investigators, and clerical staff to manage their daily work processes in a manner that is integrated not only across the prosecutor's office but also across the county. From book-in to the time the case is disposed, Prosecutor Professional will streamline the record management by providing access to the Online Discovery Portal for uploading images and videos to the portal for access by the defense attorneys.

Features and Functionality

- Criminal Case Management
- Juvenile Case Management
- Victim/Witness Management
- Bond Forfeiture Case Management
- Protective Order Management
- Seizure/Asset Forfeiture Management
- Appeal Case Management
- Discovery Integration for Senate Bill1611 "Michael Morton Act"
- Grand Jury
- Automated Electronic CJIS Submission
- Batch Docket Management
- Attorney and Bondsman Tracking
- PDF and Microsoft Excel Reports
- Microsoft Word Document Automation
- Integrated Scanning and Viewing
- Image Redaction Functionality
- Restitution Receipting and Disbursement
- File Label Generation
- Daily and Monthly Financials
- Checkbook Management

Hot Check Professional

County Attorney

With the Hot Check Case Management system in ProsecutorProfessional™, you will get software designed to see the full cycle of current and closed check cases. Beyond the inbound and outbound accounting for checks, the system can print checks, track repeat offenders, issue notice letters, reconcile accounts, and receipt payments. Increase your office revenue by alleviating the worry of missed statute-of-limitation deadlines. Free up employee time spent preparing in-depth financial reports during your yearly audit.

Features and Functionality

- Check Entry Management
- Merchant Check Printing
- Customizable Disbursement Process
- Streamlined Receipting Process
- Criminal Case Filing
- Probation Case Tracking
- Payment Plan Generation
- Notice Letter Automation



- Microsoft Word Document Automation
- Integrated Scanning and Viewing
- End-of-Day Register Balancing
- Checkbook Management
- PDF and Microsoft Excel Report Generation
- Statute of Limitations Tracking
- Integrated Certified Mailer Fees
- Daily and Monthly Financials
- Merchant and Check Writer Statistical Reports.

Justice Courts Solution

Justice of The Peace

Local Government Solutions provides browser-based case management solutions for Traffic, Criminal, and Civil courts at the Justice of the Peace and Municipal levels. By automating routine tasks, our comprehensive software package allows Justice Professionals to decrease their work time and costs and maximize their resources. Our software features have been – and will continue to be – specified by our clients; so the LGS package will always be intuitive and very user friendly. Our ongoing support program ensures that our system always does what it is designed to do – help you perform at peak efficiency.

Features and Functionality

- Comprehensive Court Case Management solution including but not limited to
 - Misdemeanor A, B, C Offenses
 - Civil
 - Arraignments
 - Emergency Protective Orders
- Automated Case Creation DPS ticket importing
- Software certified by the Office of Court Administration (OCA)
- Integrated document imaging and viewing
- 3rd party collections integration
- Case reporting to Omni base
- Auto conviction reporting
- Scofflaw case reporting
- Juvenile Truancy Maintenance



Installation, Training and Conversion Services Description

Type of Service	Offices Receiving Service	Description of Service
Installation Services	County Clerk, District Clerk, Courts, Administrators, Prosecutors including County Attorney and District Attorney, and Justice of the Peace offices	<p>Installation services include the following services:</p> <p>Service Description</p> <ul style="list-style-type: none"> • Pre-installation site survey and data gathering. • For a hosted solution determine the mean Internet bandwidth which must be 2.5mb minimum. • Post initial conversion review of data • Install local scanners and scanner technology • Install local image viewing software • Setup eFiling Integration (4 weeks after installation) • Test printer integration • Configure Server either in our hosted data center or if elected at the Licensee's site. • Setup Image Server (to be provided by Licensee.) • Test software. • Verify Network Security and Virus Software Status • Coordination with County IT Professionals or their designate. • Coordinate with County Elected officials or their designate.
Training Services	County Clerk, District Clerk, Courts, Administrators, Prosecutors including County Attorney and District Attorney, and Justice of the Peace offices	<p>LGS provides one (1) Professional Software Trainer and one (1) Software Engineer or Technical Support Technical Professional to assist in the presentation of the training program. The training is conducted in a classroom environment with LGS-provided laptops. The Licensee is asked to provide network service, and a room that can be allocated for the purpose of training for an extended period of time. LGS will provide switches and other network devices if the Licensee cannot provide high speed wireless or wired internet to the allocated training room.</p> <p>Training classes range from 1 to 3 days depending upon the needs of the office. There will not be credit for unused training days. Each office is allocated 7 work days of Training and Initial Installation support (except for Justice of the Peace offices, which are allocated 10 days across all of the JP offices in the county). Extra days can be purchased for a fee of \$850 per day.</p>
Conversion Services	County Clerk, District Clerk, Courts, Administrators, Prosecutors including County Attorney and District Attorney, and Justice of the Peace offices	<p>LGS will use its best effort to convert all of the information from your current vendor to the new software and associated database management system.</p> <p>It is the Licensee's responsibility to provide the outgoing vendor's data to LGS in a satisfactorily usable text file with the first record in each file containing data field names followed by rows of actual data in a consistent format. Data fields including the data field names must be provided in a Pipe " " delimited format. <u>LGS will not accept Comma "," delimited files due to embedded commas in the data.</u> Dates shall be in MM/DD/YYYY format and Money shall be in NNN0.00 format.</p>



LGS will require assistance from the county to gain access to any images stored in its current vendor's database or disk file structure. IT IS VERY IMPORTANT WE KNOW WHERE THESE IMAGE FILES ARE LOCATED AS HISTORICALLY WE HAVE FOUND MULTIPLE VERSIONS OF IMAGES ON IMAGE SERVERS.

All images will be converted into same format as the previous vendor stored (TIF G4, TIFF, PDF) in single-page or multi-page format. It is the responsibility of Licensee to review the image conversion error report and help LGS resolve any issues with missing or duplicate images; LGS will not be responsible for missing or duplicated images that are not identified by Licensee, or for any problems they may cause to accurate recordkeeping or record access and lookup.

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