



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to pay the obligation of Fort Bend County under and within the foregoing contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# **EXHIBIT A**

Rx 120451



Fort Bend County Finance  
1410 Williams Way Blvd.  
Richmond, TX 77469  
Attn: Ms. Leslie Gibs

Invoice #: 232961  
Invoice Date: 8/1/2015  
Customer #: FBCOX  
Terms: Due 10/1/15  
Our Tax ID #: 42-1720332

# INVOICE

Status:			P.O. Number:
CSCS01...			
Months	Description	Total	
12	LeadsOnline PowerPlus Investigation System Service Package - Renewal	13,234.00	
<p><b>Contract Dates:</b> 10/1/15 - 09/30/16</p> <p>Update Your Billing Contact Info Online: <a href="http://www.leadsonline.com/main/billing/">http://www.leadsonline.com/main/billing/</a></p>			
<p>Thank you for your subscription. Please remit payment to: LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024</p> <p>To pay by credit card, please call 972-331-7748 We accept American Express, Visa, MasterCard, and Discover Card We also accept Direct Deposit   Electronic Funds Transfer   ACH</p> <p>Purchase Orders should be emailed to <a href="mailto:accounting@leadsonline.com">accounting@leadsonline.com</a></p>		<b>Total Due:</b>	<b>\$13,234.00</b>

Please call 972-331-7748 or email [accounting@leadsonline.com](mailto:accounting@leadsonline.com) should you have any questions about this invoice.

LeadsOnline's Tax ID #: 42-1720332 (LLC-P)

STATE OF TEXAS  
COUNTY OF FORT BEND

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**ADDENDUM TO MAINTENANCE AGREEMENT**

**THIS ADDENDUM**, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.024(a) and LEADSONLINE LLC.

**WHEREAS**, the parties have previously executed that certain Agency Agreement (hereinafter "the Agreement") for services and any and all Addendum(s) for subsequent years; and

**WHEREAS**, the parties desire to renew the agreement for certain additional services and any and all Addendum(s) as set forth below.

**NOW THEREFORE**, the Agreement is hereby amended as follows:

- A. The term of the Agreement shall be extended through September 30, 2015, to prorate for Fiscal Year.
- B. An amount not-to-exceed \$9,925.50 shall be available for additional services in connection with the Work as described in Exhibit A.
- C. No additional funding shall be available for services without the prior written consent of the Fort Bend County Commissioners Court.
- D. Except as modified herein, the Agreement and any previous Addenda remains in full force and effect and have not been modified or amended.
- E. If there is a conflict between this Addendum and the Agreement, the provisions of this Addendum shall prevail.

FORT BEND COUNTY

*[Signature of Robert E. Hebert]*  
Robert E. Hebert, County Judge

11-25-14  
Date

ATTEST:

*[Signature of Dianne Wilson]*  
Dianne Wilson, County Clerk

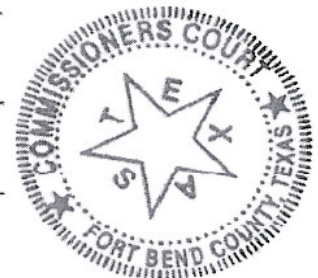
LEADSONLINE LLC

*[Signature of Dave Finley]*  
Authorized Agent- Signature

Dave Finley  
Authorized Agent- Printed Name

CEO  
Title

11/14/14  
Date



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$9,925.50 to pay the obligation of Fort Bend County under and within the foregoing contract.

*[Signature of Robert Ed Sturdivant]*  
Robert Ed Sturdivant, County Auditor



Fort Bend County Finance  
301 Jackson  
Richmond, TX 77469

Attn: County Auditor

Invoice #: 229836  
Invoice Date: 11/1/2014  
Customer #: FBCOX  
Terms: Due 01/1/15  
Our Tax ID #: 42-1720332

# INVOICE

P.O. Number:

Status:		
CSCS01...		
Months	Description	Total
9	<p>LeadsOnline TotalTrack Plus Metal Theft Investigation System: PowerPlus - Renewal</p> <p>*** Prorate for Fiscal Year *** New Annual Contract Dates: October 1 - September 30</p> <p><i>NEW!</i> Please update your billing contact information online: <a href="http://www.leadsonline.com/main/billing/">http://www.leadsonline.com/main/billing/</a></p> <p><b>Contract Dates:</b> 01/1/15 - 09/30/15</p>	9,925.50
<p>Thank you for your subscription. Please remit payment to: LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024</p> <p>To pay by credit card, please call 972-331-7748 We accept American Express, Visa, MasterCard, and Discover Card We also accept Direct Deposit   Electronic Funds Transfer   ACH</p> <p>Purchase Orders should be emailed to <a href="mailto:accounting@leadsonline.com">accounting@leadsonline.com</a></p>		<p><b>Total Due: \$9,925.50</b></p>

Please call 972-331-7748 or email [accounting@leadsonline.com](mailto:accounting@leadsonline.com) should you have any questions about this invoice.

LeadsOnline's Tax ID #: 42-1720332 (LLC-P)

STATE OF TEXAS  
COUNTY OF FORT BEND

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**ADDENDUM TO MAINTENANCE AGREEMENT**

**THIS ADDENDUM**, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.024(a) and LEADSONLINE LLC.

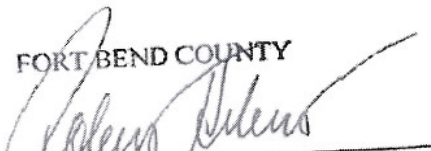
**WHEREAS**, the parties have previously executed that certain Agency Agreement (hereinafter "the Agreement") for services and any and all Addendum(s) for subsequent years; and

**WHEREAS**, the parties desire to renew the agreement for certain additional services and any and all Addendum(s) as set forth below.

**NOW THEREFORE**, the Agreement is hereby amended as follows:

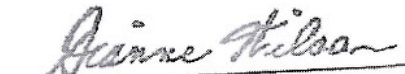
- A. The term of the Agreement shall be extended for one additional year through December 31, 2014.
- B. An amount not-to-exceed \$13,234.00 shall be available for additional services in connection with the Work as described in Exhibit A.
- C. No additional funding shall be available for services without the prior written consent of the Fort Bend County Commissioners Court.
- D. Except as modified herein, the Agreement and any previous Addenda remains in full force and effect and have not been modified or amended.
- E. If there is a conflict between this Addendum and the Agreement, the provisions of this Addendum shall prevail.

FORT BEND COUNTY

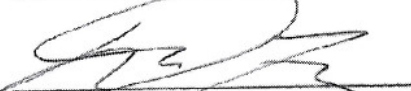
  
Robert E. Hebert, County Judge

12-3-2013  
Date

ATTEST:

  
Dianne Wilson, County Clerk

LEADSONLINE LLC

  
Authorized Agent- Signature

Dave Finley  
Authorized Agent- Printed Name


CEO  
Title

11/25/13  
Date



**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$13,234.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

  
Robert Ed Sturdivant, County Auditor

# LeadsOnline

Catching crooks and cooks since 2000

Fort Bend County Finance  
301 Jackson  
Richmond, TX 77469

Attn: County Auditor

Invoice #: 225954  
Invoice Date: 11/1/2013  
Customer #: FBCOX  
Terms: Due 01/1/14  
Our Tax ID #: 42-1720332

## INVOICE

P.O. Number:

Status:		
CSCS01...		
Months	Description	Total
12	LeadsOnline TotalTrack Plus Metal Theft Investigation System: PowerPlus - Renewal	13,234.00
<b>Contract Dates:</b> 01/1/14 - 12/31/14		
Thank you for your subscription. Please remit payment to: LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024  To pay by credit card, please call 972-331-7748 We accept American Express, Visa, MasterCard, and Discover Card We also accept Direct Deposit   Electronic Funds Transfer   ACH  Purchase Orders should be emailed to <a href="mailto:accounting@leadsonline.com">accounting@leadsonline.com</a>		<b>Total Due: \$13,234.00</b>

Please call 972-331-7748 or email [accounting@leadsonline.com](mailto:accounting@leadsonline.com) should you have any questions about this invoice.

LeadsOnline's Tax ID #: 42-1720332 (LLC-P)

ADDENDUM TO AGENCY AGREEMENT

THIS ADDENDUM, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.024(a) and LEADSONLINE LLC.

WHEREAS, the parties have previously executed that certain Agency Agreement (hereinafter "the Agreement") for services and any and all Addendum(s) for subsequent years; and

WHEREAS, the parties desire to renew the agreement and increase funding for certain additional services and any and all Addendum(s) as set forth below.

NOW THEREFORE, the Agreement is hereby amended as follows:

- A. This Addendum shall terminate on or before December 31, 2013.
- B. An additional amount not to exceed \$13,234.00 shall be available for additional services in connection with the Work as described in Exhibit A.
- C. Contractor's compensation for under the Agreement and any Addendums shall not exceed \$90,432.00.
- D. No additional funding shall be available for services without prior written consent of the Fort Bend County Commissioners Court.
- E. Except as modified herein, the Agreement and any previous Addenda remains in full force and effect and have not been modified or amended.
- F. If there is a conflict between this Addendum and the Agreement the provisions of this Addendum shall prevail.

Fort Bend County

Robert Hebert

Date:

12.4.12

ATTEST:

Dianne Wilson,  
County Clerk

Contractor: LeadsOnline LLC

(Authorized Agent - Signature)

Date: 11/26/12

Dave Finley, CEO  
(Authorized Agent - Printed Name)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 13,234.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

Robert Ed Sturdivant, County Auditor



Fort Bend County Finance  
301 Jackson  
Richmond, TX 77469

Attn: County Auditor

Invoice #: 222765  
Invoice Date: 11/1/2012  
Customer #: FBCCX  
Terms: Duo 01/1/13  
Our Tax ID #: 42-1720332

# INVOICE

P.O. Number

Status:		
CSCSOI...		
Months	Description	Total
12	LeadsOnline TotalTrack Plus Metal Theft Investigation System: PowerPlus - Renewal	13,234.00

*We've moved! Please change your records to reflect our new address:*

LeadsOnline LLC  
6900 Dallas Parkway, Suite 825  
Plano, TX 75024

Contract Dates:  
01/1/13 - 12/31/13

Thank you for your subscription. Please remit payment to:  
LeadsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024

To pay by credit card, please call 972-331-7748  
We accept American Express, Visa, MasterCard, and Discover Card  
We also accept Direct Deposit | Electronic Funds Transfer | ACH

Purchase Orders should be emailed to [accounting@leadsonline.com](mailto:accounting@leadsonline.com)

**Total Due: \$13,234.00**

Please call 972-331-7748 or email [accounting@leadsonline.com](mailto:accounting@leadsonline.com) should you have any questions about this invoice.

LeadsOnline's Tax ID #: 42-1720332 (LLC-P)

STATE OF TEXAS  
COUNTY OF FORT BEND

§§

ADDENDUM TO LICENSE MAINTENANCE AGREEMENT

THIS ADDENDUM, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.024(a) and Leads Online, Inc, hereinafter referred to as "Contractor."


WHEREAS, the parties have previously executed that certain Agency Agreement (hereinafter "the Agreement") for services and any and all Addendum(s) for subsequent years; and

WHEREAS, the parties desire to renew the agreement and increase funding for certain additional services and any and all Addendum(s) as set forth below.


NOW THEREFORE, the Agreement is hereby amended as follows:

- A. This Addendum shall terminate on or before December 31, 2012.
- B. An additional amount not to exceed \$13,234.00 shall be available for additional services in connection with the Work as described in Exhibit A.
- C. Contractor's compensation for under the Agreement and any Addendums shall not exceed \$77,198.00.
- D. No additional funding shall be available for services without prior written consent of the Fort Bend County Commissioners Court.
- E. Except as modified herein, the Agreement and any previous Addenda remains in full force and effect and have not been modified or amended.
- F. If there is a conflict between this Addendum and the Agreement, the provisions of this Addendum shall prevail.

Fort Bend County:

  
Robert Hebert

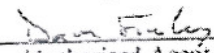
Date: 1-10-2012

ATTEST:   
Dianne Wilson,  
County Clerk

Contractor: LeadsOnline LLC

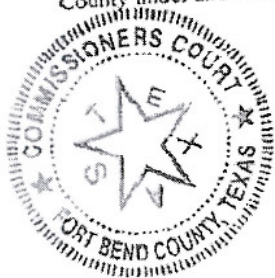
  
(Authorized Agent - Signature)


Date: 12/27/11

  
(Authorized Agent - Printed Name)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$13,234.00 to pay the obligation of Fort Bend County under and within the foregoing contract.



  
Robert Ed Sturdivant, County Auditor

STATE OF TEXAS  
COUNTY OF FORT BEND

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ADDENDUM TO AGENCY AGREEMENT

THIS ADDENDUM, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its County Judge, according to V.T.C.A. Local Government Code 262.024(a) and LeadsOnline, Inc. hereinafter referred to as "Contractor."

WHEREAS, the parties have previously executed that certain Agency Agreement (hereinafter "the Agreement") for services and any and all Addendum(s) for subsequent years; and

WHEREAS, the parties desire to renew the agreement and increase funding for certain additional services and any and all Addendum(s) as set forth below.


NOW THEREFORE, the Agreement is hereby amended as follows:

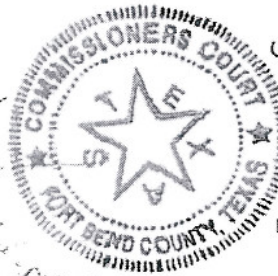
- A. This Addendum shall terminate on or before December 31, 2011.
- B. An additional amount ~~not to exceed~~ \$ 13,234.00 shall be available for additional services in connection with the Work as described in Exhibit A.
- C. Contractor's compensation for under the Agreement and any Addendums shall not exceed \$ 63,964.00.
- D. No additional funding shall be available for services without prior written consent of the Fort Bend County Commissioners Court.
- E. Except as modified herein, the Agreement and any previous Addenda remains in full force and effect and have not been modified or amended.
- F. If there is a conflict between this Addendum and the Agreement, the provisions of this Addendum shall prevail.

Fort Bend County:


  
Robert Hebert

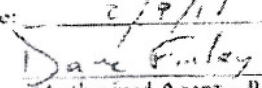
Date: 2-17-11

ATTEST:   
Dianne Wilson,  
County Clerk



Contractor: LeadsOnline Inc.

  
(Authorized Agent - Signature)

Date: 2/17/11  
  
(Authorized Agent - Printed Name)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 13,234.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

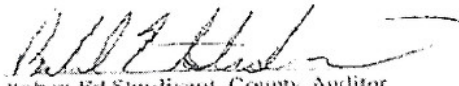
  
Robert Ed Sturdivant, County Auditor

Exhibit A: Invoice dated 11.01.2010

STATE OF TEXAS  
COUNTY OF FORT BEND

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ADDENDUM TO AGENCY AGREEMENT

THIS ADDENDUM, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.024(a) and LeadsOnline, Inc. hereinafter referred to as "Contractor."

WHEREAS, the parties have previously executed that certain Agency Agreement (hereinafter "the Agreement") for services and any and all Addendum(s) for subsequent years; and

WHEREAS, the parties desire to renew the agreement and increase funding for certain additional services and any and all Addendum(s) as set forth below.

NOW THEREFORE, the Agreement is hereby amended as follows:

- A. This Addendum shall become effective upon execution on January 1, 2010 and shall terminate on or before December 31, 2010.
- B. An additional amount not to exceed \$ 13,234.00 shall be available for additional services in connection with the Work as described in Exhibit A.
- C. Contractor's compensation for under the Agreement and any Addendums shall not exceed \$ 50,730.00.
- D. No additional funding shall be available for services without prior written consent of the Fort Bend County Commissioners Court.
- E. Except as modified herein, the Agreement and any previous Addenda remains in full force and effect and have not been modified or amended.
- F. If there is a conflict between this Addendum and the Agreement, the provisions of this Addendum shall prevail.

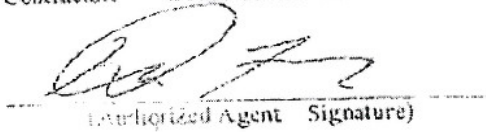
Fort Bend County:



Grady Prestage, Commissioner Precinct 2  
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:  
Dianne Wilson,  
County Clerk

Contractor: LeadsOnline Inc.

  
(Authorized Agent Signature)

Date: 3/19/10  
Dave Finley  
(Authorized Agent - Printed Name)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 13,234.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

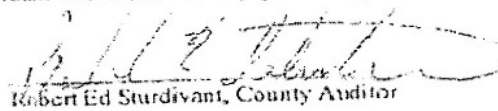
  
Robert Ed Sturdivant, County Auditor

Exhibit A: Invoice dated 11/01/09

It By: FBC SHERIFF'S FINANCE DIVISION; 281 341 4773;  
PURCHASING AT: 9,2813418542

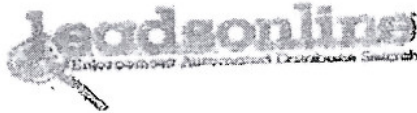
Feb 15 10 10:52AM;

Page 1/1

RX 38387

leadsonline.com

3200 N. DALLAS PARKWAY, SUITE 600 DALLAS, TEXAS 75243 | 972.361.0900 | 972.361.0901 | TX 003,311,2008



Fort Bend County Auditor  
301 Jackson  
Richmond, TX 77469  
Attn: County Auditor

Invoice Number: 215837  
Invoice Date: 11/1/2009  
Customer #: FBCOX  
Terms: Due 01/1/10  
Our Tax ID#: 42-1720302

**INVOICE**

Rep	Status	P.O. Number	
CG	CSCS	Total	
Months			
12.00		LeadsOnline totaltrack Plus Metal Theft Investigation System - PowerPlus	13,234.00
		LeadsOnline Investigative System for: Fort Bend County Sheriff's Office	
<b>Contract Dates:</b> 01/1/10 - 12/31/10			
Thank you for your subscription. Please send payment to: Leadsonline, 3200 N. Dallas Parkway, Ste. 600, Dallas, TX 75243		<b>Total \$13,234.00</b>	
To pay by credit card, please call 972-361-0900. We accept American Express, Visa, MasterCard, and Discover Card. We also accept Direct Deposit   Electronic Funds Transfer   ACH			

Please call 972-361-0900 or email [accounting@leadsonline.com](mailto:accounting@leadsonline.com) should you have any questions about this invoice.

## SOLE SOURCE DOCUMENTATION

March 16, 2010

To Whom It May Concern:

Thank you for your interest in LeadsOnline. We applaud and support your efforts to provide your community an efficient and secure method of collecting and analyzing pawn, secondhand, scrap metal recycler, and eBay transaction data for use in criminal investigations.

This letter serves as a sole source document for services provided by LeadsOnline.

LeadsOnline is the sole provider of electronic data transfer services for pawn, secondhand, scrap metal recycler and eBay seller data operating statewide and nationally.

LeadsOnline is the sole source for more than 235 million transaction records from over 5000 businesses in all 50 states. We provide law enforcement with investigative access across jurisdictional boundaries -- borders previously used to the advantage of criminals to escape detection by local authorities.

LeadsOnline is the sole provider of secure electronic transmission of pawn, secondhand, scrap metal, and eBay records which does not require business owners to change store software and adapts to virtually all store systems in place today.

There is no similar service operating in your jurisdiction or in the surrounding area, and LeadsOnline is the sole source for investigation information of this kind.

We look forward to serving your community, and are available to answer any additional questions you may have.

Sincerely,



Dave Finley  
President and CEO

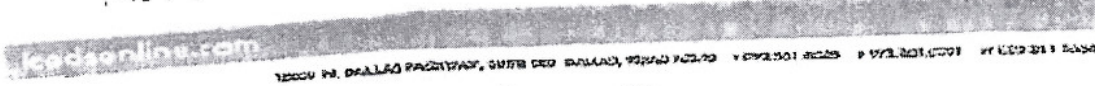
Sent BY: FBC SHERIFF'S FINANCE DIVISION; 281 341 4773;  
 TO: PURCHASING  
 At: 9, 281 341 8642

Nov-20-08 1:32PM;

Page 1/2

11679

RX 17434



Fort Bend County Auditor  
 301 Jackson  
 Richmond, TX 77469  
 A/R: Accounts Payable

Invoice Number: 214344  
 Invoice Date: 11/1/2008  
 Customer #: FBCOX  
 Term: Due 01/01/09  
 Vendor ID: 421720332

**INVOICE**

Qty	Units	Description	Amount
12.00	Months	Leadsonline TotalTrack Plus Mixed Work Investigation System - PowerPlus	13,234.00
<p>We've moved! Please change your records to reflect our new address:</p> <p>15000 N. Dallas Highway, Ste. 800            Dallas, TX 75248</p> <p>Business Hours            8:00 AM - 5:00 PM</p>			
<p>To pay by credit card, please call 972-361-8600.            We accept American Express, Visa, MasterCard, and Discover Card.            We also accept Direct Deposit   Electronic Funds Transfer   ACH</p> <p>Thank you for your subscription. Please remit payment to:            Leadsonline, 15000 N. Dallas Hwy., Ste. 800, Dallas, TX 75248</p>			
<p>Please call 972-361-8600 or email at info@leadsonline.com            should you have any questions about this invoice.</p>			
<p><b>Total</b> \$13,234.00</p>			

*JEP*

Sent By: FBC SHERIFF'S FINANCE DIVISION; 261 341 4773;

Nov-26-08 1:32PM;

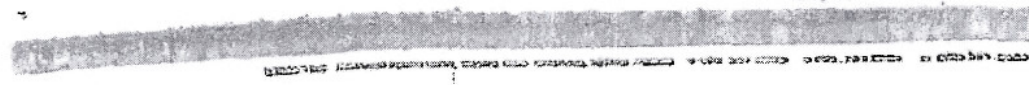
Page 2/2

Sent By: FBC SHERIFF'S FINANCE DIVISION; 261 341 4773;  
To: [Redacted]

Aug-26-08 8:40AM;

Page 1/1

KX1000-17434



Financial Services Administration

- Financial Services Administration**
- Annual Report from 2007 to 2008
  - Online Reporting System for 2008 on Year
  - Annual Report from 2007 to 2008
  - 2 Years of Financial Data
  - 100 for 1-1000
  - Unrelated Support IS from System Upgrade
  - Value Analysis
  - Risk Factors
  - 2008 Report
  - Support Tool - Inter-Agency Communication System
  - System to allow from Budgetary System
  - 2008 Report

- Financial Services Administration**
- Annual Report from 2007 to 2008
  - Online Reporting System for 2008 on Year
  - Annual Report from 2007 to 2008
  - 2 Years of Financial Data
  - 100 for 1-1000
  - Unrelated Support IS from System Upgrade
  - Value Analysis
  - Risk Factors
  - 2008 Report
  - Support Tool - Inter-Agency Communication System
  - System to allow from Budgetary System
  - 2008 Report

These additional reporting issues are available in the Financial Services Administration's Office for an additional cost of \$1,000, for an annual total of \$13,000. Please indicate requirements by signing below. This form will become an attachment to your meeting Intelligence Agency Agreement.

*[Signature]*  
Gilbert J. Jarama  
9/23/08

Any other information regarding the above items may be obtained by contacting the Office of the Sheriff, P.O. Box 1000, Yuma, Arizona 85422.

Approved: \_\_\_\_\_  
Sheriff, Yuma County Sheriff's Office

Page 2 of 2

STATE OF TEXAS  
COUNTY OF FORT BEND

ADDENDUM TO Agency Agreement AGREEMENT

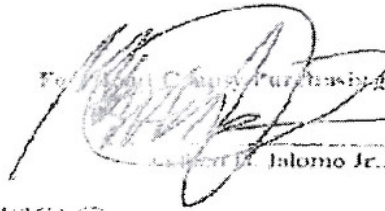
THIS ADDENDUM, entered into by and between Fort Bend County, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code 262.011(d) and Leadsonline

THAT WHEREAS, the parties have previously executed that certain Agreement for services and any and all Addendum(s) for subsequent years to attached hereto;

AND WHEREAS, the parties desire to renew that certain agreement for services and any and all Addendum(s) for one year from the date hereof; and,

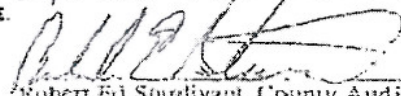
WHEREAS, the following changes are incorporated into the Agreement as if a part of the

original Agreement: term is February 1, 2008 through January 31, 2009  
Sign this 6 day of March 2008

  
Purchasing Agent  
Robert D. Tolomo Jr., CPPB

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 11,208.00 to pay the obligation of Fort Bend County under and within the foregoing contract.

  
Robert Ed Sturdivant, County Auditor



## AGENCY AGREEMENT

This LeadsOnline, Inc. AGENCY AGREEMENT ("Agreement"), is made between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A Local Government Code 262.011(d), for the benefit of the Fort Bend County **Sheriff's Office** ("Principal") and **LeadsOnline LLC** ("Provider").

### SCOPE OF AGREEMENT

Provider operates and maintains at its web site a confidential database accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected in crimes against property or in crimes against persons in which property is involved.

Principal desires to utilize the electronic database at Provider's web site.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

#### I.

#### DEFINITIONS

- 1.1 "**Authorized Officials**" means duly authorized law enforcement personnel of Principal.
- 1.2 "**Data**" includes the ticket number, item number, make, model, property description and serial number of merchandise sold to a Participant or used as loan collateral by a Participant, as well as the name and address of any customer(s) involved in the aforementioned transactions as required by law in Participant's jurisdiction.
- 1.3 "**Law Enforcement Agency**" means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement, as contemplated by the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801, et seq., and 15 U.S.C. § 6821, et seq.) (the "GLBA"). "**Law Enforcement Agencies**" means two or more of such agencies.
- 1.4 "**Participant**" means any person or entity that purchases pre-owned personal property and/or uses personal property as loan collateral and furnishes Data relative thereto to Provider for inclusion at Provider's web site.

#### II.

#### APPOINTMENT

- 2.1 Subject to the terms of this Agreement, Principal hereby appoints Provider as its agent, as such term is utilized in the GLBA, for the sole purpose of collecting, maintaining and disseminating Data from Participants. This agency appointment is effective as of the registration date of Principal's initial user.



- 3.10 It is expressly understood that Principal has available an amount not to exceed \$11,028.00, fund here certified by the County Auditor of Fort Bend County, Texas, for the purpose of satisfying Principal's obligations. Any other costs, fees, interest, if any, are void for all purposes. See Attachment B.

#### IV.

##### AGREEMENTS AND RESPONSIBILITIES OF PROVIDER

- 4.1 Provider agrees to operate and maintain an electronic database at its web site for the purpose of receiving and disseminating Data from Participants for the sole use of Law Enforcement Agencies.
- 4.2 Provider agrees to provide database features in accordance with Attachment "A" attached to this Agreement.
- 4.3 Provider agrees to implement commercially reasonable efforts to maintain Principal's access to Provider's web site through Provider's server. However, from time to time, maintenance will be required to be performed, as well as developments and modifications to Provider's web site and on Provider's server. Principal acknowledges that Provider has no responsibility for the service or operation of the Internet, and that Provider makes no representations in this regard. Internet service is subject to limitations caused by local landlines, atmospheric or technical conditions and may be temporarily unavailable, limited, interrupted or curtailed.
- 4.4 Provider agrees to facilitate Principal's access to the Data by passwords and user names selected by Principal (within reasonable parameters established by Provider), allowing Principal to search and retrieve Data for the sole purpose of identifying stolen merchandise and persons suspected of crimes involving property.
- 4.5 Provider agrees to provide Principal's designated Department Head with a monthly report detailing the usage of Provider's web site by Principal's Authorized Officials, which includes the number of searches by each Authorized Official, property searched, names of suspects searched, along with Principal's case numbers associated with those searches.

#### V.

##### CONDITIONS FOR PRINCIPAL'S ACCESS AND USE OF PROVIDER'S WEB SITE

- 5.1 By entering into this Agreement, Principal represents it is a Law Enforcement Agency as that term is defined in Section I. Principal's appointment of Provider as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of Principal, as is contemplated by the GIBA.
- 5.2 Provider may modify or upgrade any aspect(s) of Provider's web site at any time without notice to Principal.
- 5.3 All Data is provided solely by Participants using Participant's proprietary operational software. Therefore, Provider cannot and does not represent or endorse the accuracy or reliability of the Data displayed through Provider's web site, nor the functionality of Participant's operational software. Principal acknowledges that any reliance by Principal or any Law Enforcement Agency upon any Data or other information displayed or distributed through Provider's web site shall be at Principal's sole risk. Upon notice by Participants or Law Enforcement Agencies, Provider reserves the right, in its sole discretion, to correct any errors or omissions in the Data contained in any portion of Provider's web site.

- 5.4 Provider reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Provider's sole discretion is deemed to be in violation of local, state and/or federal law.

**VI.**  
**TERM**

- 6.1 The initial term of the contract will be twelve (12) months, commencing February 1, 2007 and terminating on January 31, 2008.
- 6.2 This Agreement will become effective as of the date first set forth above and remain in effect for one year or until cancellation or termination by Provider or Principal as described below.
- 6.3 This Agreement will be automatically renewed for successive additional one-year terms unless Principal provides Provider written notice of cancellation at least (30) days prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, Principal agrees to pay Provider an annual subscription fee for the renewal period within 30 days of invoice.
- 6.4 Provider may terminate this Agreement for convenience by providing (30) days written notice. In the event of termination, Provider must remit to Principal on a pro-rated basis that portion of the annual subscription fee paid by Principal from the date Provider terminates this Agreement for convenience until the end of the applicable one-year term. Principal may terminate this Agreement for convenience by providing (30) days written notice, provided such termination shall not relieve Principal of its payment obligations to Provider hereunder or entitle Principal to any refund of a prepaid annual subscription fee.
- 6.5 Provider may immediately and without notice, terminate this Agreement for cause, at Provider's sole option, if Principal: (a) fails to pay any annual subscription fee owed to Provider under this Agreement; (b) fails to perform in accordance with its responsibilities contained in Section III of this Agreement; (c) fails to perform any other obligation required of Principal under this Agreement; or (d) violates any laws, rules or regulations. If termination occurs, Provider shall be entitled to receive from Principal all amounts and charges owed under this Agreement, in addition to all other legal and equitable remedies then and there available under Texas law.
- 6.6 Provider's client support and training is available to Principal at no additional cost when performed by telephone or email. Principal may request Provider to travel to Principal's location for specialized training and support. These special services will be provided at agreed upon rates for time, materials, travel, lodging, and miscellaneous expenses.
- 6.7 Principal may immediately and without notice, terminate this Agreement, at Principal's sole option, if Provider: (a) fails to perform in accordance with its responsibilities to Principal contained in Section IV of this Agreement; (b) fails to perform any other obligation required of Provider under this Agreement; or (c) violates any laws, rules or regulations. If termination occurs, as Principal's sole and exclusive remedy, Provider shall remit to Principal on a pro-rated basis that portion of the annual subscription fee paid by Principal from the date Provider commits any breach described above until the end of the applicable one year term.

**VII.**

**DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

- 7.1** PROVIDER SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PROVIDER'S WEB SITE AND PROVIDER'S SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. PROVIDER'S WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH PROVIDER'S WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN PROVIDER'S WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PROVIDER'S WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PROVIDER SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF PROVIDER'S WEB SITE BY PRINCIPAL, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.

**VIII.**

**INDEMNIFICATION**

- 8.1** Provider shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Principal's employees arising out of or related to Principal's use of Provider's web site. Principal shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Provider's employees arising out of or related to operation or use of Provider's website. If both Provider and Principal are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Provider and Principal under this Agreement, Provider and Principal shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.


**IX.**

**COPYRIGHT**

- 9.1** Provider's web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Provider's web site are only for the purpose described herein. All materials contained on Provider's web site are protected by copyright, and are owned or controlled by Provider or the party credited as the provider of the content. Principal will abide by any additional copyright notices, information, or restrictions contained in any content on Provider's web site.



**AGENCY AGREEMENT – Attachment 'A'****TOTALTRACK SERVICE PACKAGE INCLUDES:**

- **National Search Capability**  
Transaction records from all Participants located in the Continental United States are available for investigative search.
- **3 Years of Searchable Data**  
36 months of transaction records are available for investigative search.
- **NCIC Extract**  
NCIC Extract feature produces an electronic report of merchandise from transactions by Participants within Principal's jurisdiction to be sent via Principal's internal processes to the National Crime Information Center (NCIC) for comparison to its database.
- **15 Saved Searches**  
Saved Searches feature automatically runs searches continuously at the discretion of Authorized Officials.
- **Up to 220 ID's for Authorized Officials**  
Maximum number of Authorized Officers for whom individual accounts are established and access is granted upon registration by Authorized Officials and verification by Provider.
- **eBay First Responder System – 240 Search Units**   
eBay First Responder System provides investigative search access to more than 500 million eBay listings, including seller and buyer contact information and history.
- **Hit Alerts to Email/Cell**  
Hit Alerts provide notification to Authorized Officials via email and/or via an email-enabled cell phone when a new match ('hit') for a saved search is detected in the system.
- **Ticket Assistant**  
Ticket Assistant provides for entry of Data from non-computerized pawn and secondhand stores into the LeadsOnline database.
- **DCS – Deconfliction Communication System**  
DCS facilitates inter-agency communication, enabling Authorized Officials to notify other agencies of suspect activity for sake of collaboration and avoidance of duplication of effort.

## AGENCY AGREEMENT - Attachment 'B'

### PRICING

*First twelve (12) month period*

TOTALTRACK SERVICE PACKAGE:

\$11,028

### PAYMENT TERMS

Payment is due within thirty (30) days of Principal's execution of this Agreement.

RX 17434



\*\*\*\*\* BELLAD PAPERWORK, SUPPLY AND SERVICE, YEARS PAGES 9 000 241 0000 2 000,000 0000 10 000,000 0000

**POWERFUL UPGRADE PACKAGES**

**You have LocalOnline Interlocks:**

- ✓ National Search Access to Stores
- ✓ Online Reporting System for Stores in Your Jurisdiction
- ✓ Internet Drop-Off Store Searches
- ✓ 3 Years of Searchable Data
- ✓ ID's for 1-1 Store Investigators
- ✓ Unlimited Support & Free System Updates
- ✓ Ticket Assistant
- ✓ NOK Extract
- ✓ 220 Saved Searches
- ✓ Suspect Tool - Inter-Agency Communication System
- ✓ Access to e-File First Responder System
- ✓ 240 Search Units

**With PowerPlus, you get all of that PLUS:**

**Access to Metal Recycling Information**

- ✓ National search access to scrap metal recycling centers
- ✓ Online reporting system for metal recycling in your jurisdiction
- ✓ Images of prints and pictures of suspects from recyclers
- ✓ Description and photographs of vehicles used to transport metal
- ✓ Regulated metal compliance reports as required
- ✓ Additional User ID's as needed for metal theft investigators
- ✓ 110 additional Saved Searches for metal theft investigations

**Features**

- ✓ Images of property and suspects are provided by reporting businesses

These additional cross-solving features are available to the Fort Bend County Sheriff's Office for an additional cost of \$2,208, for an annual total of \$13,234. Please indicate acceptance by signing below. This form will become an attachment to your existing LocalOnline Agency Agreement.

Gilbert Jalano  
Date 9/23/08

\*240 Search Units are allocated to agency in increments of 20 units per month and expire at the end of each month if unused. Pricing is this proposal is valid for 45 days from the date of issue.

**Cheryl Krejci - Fwd: RE: LeadsOnline AA - Fort Bend County**

**From:** Mary Reveles  
**To:** Cheryl Krejci  
**Date:** 1/12/2007 2:05 PM  
**Subject:** Fwd: RE: LeadsOnline AA - Fort Bend County  
**CC:** Debbie Kaminski; Dennis McAfee; Laura Johnson

*1/12/07  
emailed Ashley  
for original signature*

Cheryl,

Attached is an agreement for the SO. They're using grant funds for this agreement. Agenda Item 27 from 12/12/2006.

*I've approved the attached agreement. Since the amount is \$11,028.00, I don't think it needs to go to Corp. Court, so I'm sending this to you.*

If you have any specific questions, you can ask Dennis McAfee at the SO at 281-341-4581.

Thanks for your help.

Mary

>>> "Ashley Sacider" <ashley.sacider@leadsonline.com> 1/12/2007 9:55 AM >>>  
Hello Mary,

Attached is the PDF version of the agreement with all your changes accepted. Thanks for your time in getting this agreement approved so we can begin serving the Fort Bend County Sheriff's Office.

Let me know if I need to do anything else and should you have any other needs or questions you may reach me directly at 972-331-6780.

Regards,

Ashley Sacider

**From:** Mary Reveles [mailto:revelesm@co.fort-bend.tx.us]  
**Sent:** Thursday, January 11, 2007 5:03 PM  
**To:** ashley.sacider@leadsonline.com  
**CC:** Dennis McAfee  
**Subject:** Re: LeadsOnline AA - Fort Bend County

Ashley,

I had the commence date wrong in Section 6.1. The attached agreement is correct.

Thanks!  
Mary

Mary E Reveles  
First Assistant County Attorney  
Fort Bend County  
301 Jackson, Suite 728  
Richmond, Texas 77469  
Telephone No. 281-341-4553

Fax No. 281-341-4557  
reveles@jco.fort-bend.tx.us

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>>> "Ashley Sacider" <ashley.sacider@leadsonline.com> 1/11/2007 4:31:06 PM >>>  
Hello Attorney Reveles,

Per your message, attached is the agency agreement for you to make some changes. LeadsOnline actually made a few minor changes to our template so I attached the updated version for you. If you would please track your changes I can then have our legal review the changes. Should you have any needs or questions you may reach me directly at 972-331-6780.

Thanks for your help and time in getting the agreement approved.

Regards,

Ashley Sacider

February 9, 2011

Cheryl,

Enclosed is the signed copy of the Addendum for LeadsOnline Invoice # 217675. Please let us know if you need anything further from us.

Best Regards,

Jennifer Rush