

STATE OF TEXAS

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COUNTY OF FORT BEND

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RENEWAL OF LEADSONLINE SOFTWARE MAINTENANCE

THIS RENEWAL ("Renewal") is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and LEADSONLINE LLC, ("Leads Online"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties have previously executed and accepted the software license and maintenance agreement ("Agreement" and attached as "Attachment A");

WHEREAS, County desires to renew the software maintenance services as described in Attachment B;

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and Leads Online is hereby amended as follows:


1. County shall renew the software maintenance services provided by Leads Online at an amount of \$13,234.00 which will expire on September 30, 2017 as indicated in the Renewal Notice (attached as "Attachment B").

Except as modified herein, the terms of the Agreement remain in full force and effect. If there is a conflict between this Renewal and the Agreement, the provisions of this Renewal shall prevail. This Renewal shall be effective upon execution by the County.

FORT BEND COUNTY

LEADSONLINE LLC

Robert Hebert, County Judge



Signature

Date

Dave Finley

Printed Name & Title

ATTEST:

11/15/16

Date

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Attachment A

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM TO MAINTENANCE AGREEMENT

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and LEADSONLINE LLC, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

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:

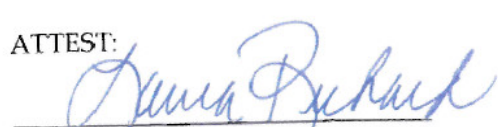
- A. The term of the Agreement shall be extended through September 30, 2016, to prorate for Fiscal Year.
- B. An amount not-to-exceed \$13,234.00 shall be available for additional services in connection with the Work as described in Exhibit A.
- C. No additional funding shall be available for services without the prior written consent of the Fort Bend County Commissioners Court.
- D. Except as modified herein, the Agreement and any previous Addenda remain 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


Date

ATTEST:


Laura Richard, County Clerk



LEADSONLINE LLC


Authorized Agent – Signature

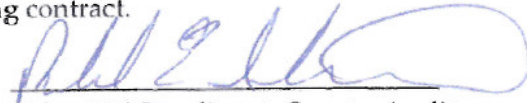
Ashley Sacrider
Authorized Agent- Printed Name

Director of Operations
Title

November 12, 2015
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

EXHIBIT A

LeadsOnline

connecting credits and cooks since 2000

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

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

INVOICE

Status:		P.O. Number:	
CSC001...			
Months	Description	Total	
12	LeadsOnline PowerPlus Investigation System Service Package - Renewal	13,234.00	
<p>Contract Dates: 10/1/15 - 09/30/16</p> <p>Update Your Billing Contact Info Online: http://www.leadsonline.com/main/billing/</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 accounting@leadsonline.com</p>		<p>Total Due: \$13,234.00</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.

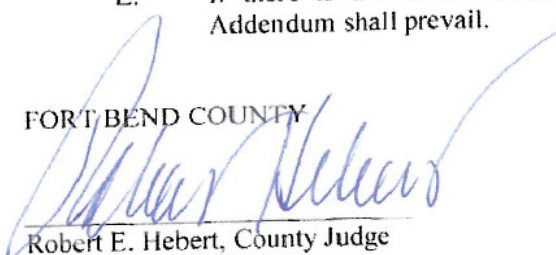
WHEREAS, the parties have previously executed that certain Agency Agreement (hereinafter "the Agreement") for services and any and all Addendum(s) for subsequent years; and

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:

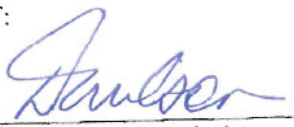
- A. The term of the Agreement shall be extended through September 30, 2015, to prorate for Fiscal Year.
- B. An amount not-to-exceed \$9,925.50 shall be available for additional services in connection with the Work as described in Exhibit A.
- C. No additional funding shall be available for services 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


Robert E. Hebert, County Judge

Date

ATTEST:


Dianne Wilson, County Clerk

LEADSONLINE LLC


Authorized Agent- Signature

Dave Finley
Authorized Agent- Printed Name

CEO
Title

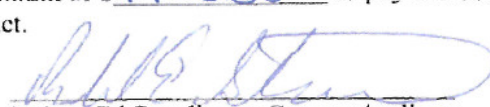
Date

11/14/14



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 9925.50 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 #: 229836
Invoice Date: 11/1/2014
Customer #: FBCOX
Terms: Due 01/1/15
Our Tax ID #: 42-1720332

INVOICE

Status:			P.O. Number:
CSCS01...			
Months	Description	Total	
9	<p>LeadsOnline TotalTrack Plus Metal Theft Investigation System: PowerPlus - Renewal</p> <p>*** Prorate for Fiscal Year ***</p> <p>New Annual Contract Dates: October 1 - September 30</p> <p><i>NEW! Please update your billing contact information online: http://www.leadsonline.com/main/billing/</i></p> <p>Contract Dates: 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 accounting@leadsonline.com</p>			<p>Total Due: \$9,925.50</p>

Please call 972-331-7748 or email accounting@leadsonline.com
should you have any questions about this invoice.

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



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.

[Faint signature and stamp at the bottom of the page]

III.**AGREEMENTS AND RESPONSIBILITIES OF PRINCIPAL**

- 3.1** Principal agrees that Principal's use of the Data displayed at Provider's web site will be 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.
- 3.2** Principal agrees not to divulge Data or information obtained through Principal's access to Provider's web site to anyone other than Authorized Officials and persons with Principal's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA. Principal agrees not to access information from outside of Principal's jurisdiction from Provider's web site for purposes of gathering information for any third party, including private parties and other law enforcement agencies.
- 3.3** Principal agrees that passwords provided by Provider to Principal enabling Principal to utilize Provider's web site will be made known only to Authorized Officials of Principal and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic database at Provider's web site. Principal's failure to strictly adhere to the terms of this Paragraph will result in the immediate termination of Principal's access to Provider's website.
- 3.4** Principal agrees not to use the Data or information displayed at Provider's web site for any unlawful purpose, or in any manner, which may create liability for Provider or Participants. Principal agrees its use of the Data or information contained at Provider's web site will not be other than as permitted by law or the rights duly granted to Principal in carrying out Principal's official duties.
- 3.5** Principal agrees to act in accordance with laws and procedures within Participant's jurisdiction, and agrees to notify the designated Law Enforcement Agency for Principal's jurisdiction prior to requesting additional information about Data, to place an item on hold status, or to confiscate an item found in a business outside of Principal's jurisdiction.
- 3.6** Principal agrees to submit accurate information, including but not limited to valid Principal case numbers for specific items and/or suspects as well as the identity of the Authorized Official, in conducting any search or use of Provider's web site.
- 3.7** Principal agrees it has no ownership rights to any password or user name that may be utilized by Principal pursuant to this Agreement. For security purposes, Principal agrees to change its password(s) every 90 days.
- 3.8** Principal is responsible for insuring that Principal's hardware can connect to Provider's website via the Internet.
- 3.9** Principal is responsible for insuring compliance among businesses in Principal's jurisdiction. Principal agrees to not discourage entities that purchase pre-owned personal property and/or use personal property as loan collateral from becoming Participants, and to not discourage Participants from furnishing Data to Provider.

Witnessed by:
Agent, Department of Public Safety
ATTEST

- 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 1. 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 GLBA.
- 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.

X.

MISCELLANEOUS

- 10.1** Provider may assign or delegate all or part of Provider's rights or duties under this Agreement without notice to Principal. Principal may not make any assignment of this Agreement without Provider's prior written consent, which will not be unreasonably withheld.
- 10.2** If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Provider deems the unenforceable provision to be essential to this Agreement, in which case Provider may terminate this Agreement, effective immediately upon notice to Principal.
- 10.3** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Texas.
- 10.5** This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof. Attached hereto are Attachments A – TotalTrack Service Package, and Attachment B – Pricing and Payment, which are made part of this Agreement.

PROVIDER

LeadsOnline LLC

By: 

Print Name: David K. Finley

Title: President & CEO

Date: 1/16/07

Address: 16990 N. Dallas Pkwy., Suite 230

Dallas, Texas 75248

Federal Tax I.D. # 42-1720332

PRINCIPAL

Bea
Fort County Sheriff's Office

By: 

Print Name: Gilbert Jalomo

Title: Purchasing Agent

Date: 1/25/07

Address: 1410 Ransom Rd.

Richmond, TX 77469

Federal Tax I.D. # _____

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.

Sent By: FBC SHERIFF'S FINANCE DIVISION; 281 341 4773;
To: PURCHASING At: 9,2813418842

Aug-20-08 8:40AM;

Page 1/1

RX1028-17434

FIELD NO. BUREAU NUMBER, DATE AND BUREAU, FROM FROM 1 073 247 0000 0 073 247 0000 00 073 247 0000

POWERPLUS LIBRARY PACKAGE

You have LeadsOnline Intelligence:

- National Search Access to Stores
- Online Reporting System for Stores in Your Jurisdiction
- Internet Drop-Off Store Searches
- 1 Year of Searchable Data
- ID's for 1-15 Investigators
- Unlimited Support & Free System Updates
- Ticket Assistant
- NCIC Entry
- 220 Saved Searches
- Support Tool - InterAgency Communication System
- Access to other First Responder Systems
- *240 Search Units


With this package, you get all of these 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 photos of suspects from recyclers
- Description and photographs of vehicles used to transport metal
- Regulated metal collection centers as required
- Additional User ID's as needed for metal theft investigations
- 110 additional Saved Searches for metal theft investigations

Plus:

- Images of property and suspects as provided by reporting businesses

These additional groundbreaking features are available to the Fort Bend County Sheriff's Office for an additional cost of \$2,200, for an annual total of \$13,234. Please indicate acceptance by signing below. This form will become an attachment to your existing LeadsOnline Agency Agreement.


Gilbert J. J. J.
Date 9/23/08

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

Continued
Purchased Fort Bend County Sheriff's Office TX 08-08
10-000000

Page 2 of 2

LeadsOnline

Catching crooks and cooks since 2000

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

Status:	P.O. Number:	
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>NEW! Please update your billing contact information online: http://www.leadsonline.com/main/billing/</p> <p>Contract Dates: 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 accounting@leadsonline.com</p>		Total Due: \$9,925.50

Please call 972-331-7748 or email 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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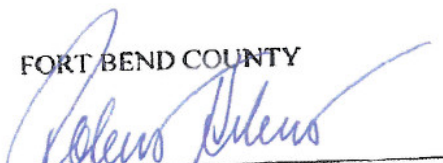
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WHEREAS, the parties desire to renew the agreement for certain additional services and any and all Addendum(s) as set forth below.

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

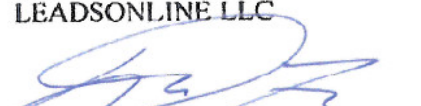

Robert E. Hebert, County Judge

12-3-2013
Date

ATTEST:


Dianne Wilson, County Clerk

LEADSONLINE LLC


Authorized Agent- Signature

Dave Finley
Authorized Agent- Printed Name

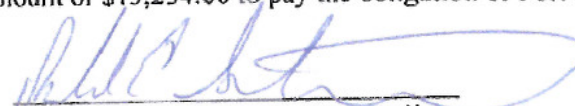
CEO
Title

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

Status:	INVOICE		P.O. Number:
CSCS01...			
Months	Description	Total	
12	LeadsOnline TotalTrack Plus Metal Theft Investigation System: PowerPlus - Renewal	13,234.00	
Contract Dates: 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 accounting@leadsonline.com		Total Due: \$13,234.00	

Please call 972-331-7748 or email 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 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.

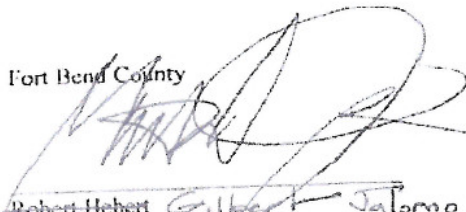
WHEREAS, the parties have previously executed that certain Agency Agreement (hereinafter "the Agreement") for services and any and all Addendum(s) for subsequent years; and

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

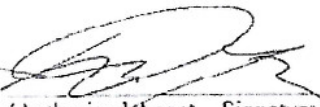
Robert Hebert  Jalomo

Date: 12.4.12

ATTEST:

Dianne Wilson,
County Clerk

Contractor: LeadsOnline LLC

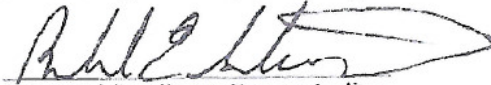

(Authorized Agent - Signature)

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

LeadsOnline

Catching crooks and cops since 2000

Fort Bend County Finance
301 Jackson
Richmond, TX 77469

Attn: County Auditor

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

INVOICE

Status:	P.O. Number:	
CSCSO...		
Months	Description	Total
12	LeadsOnline TotalTrack Plus Metal Theft Investigation System: PowerPlus - Renewal	13,234.00
<p><i>We've moved! Please change your records to reflect our new address:</i></p> <p>LeadsOnline LLC 6900 Dallas Parkway, Suite 825 Plano, TX 75024</p> <p>Contract Dates: 01/1/13 - 12/31/13</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 accounting@leadsonline.com</p>		Total Due: \$13,234.00

Please call 972-331-7748 or email 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 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 \$17,198.00.
- 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 Hobert

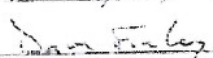
Date: 1-10-2012

ATTEST: 
Dianne Wilson,
County Clerk

Contractor: LeadsOnline LLC

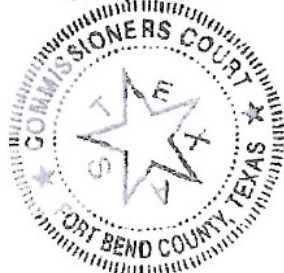

(Authorized Agent - Signature)

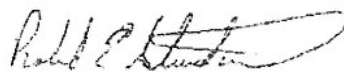
Date: 12/27/11


(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

§
§

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,"

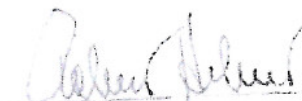
WHEREAS, the parties have previously executed that certain Agency Agreement (hereinafter "the Agreement") for services and any and all Addendum(s) for subsequent years; and

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: 2-13-2011

ATTEST:
Dianne Wilson,
County Clerk



Contractor: LeadsOnline Inc.


(Authorized Agent - Signature)

Date:

2/9/11
Dane F. Loe
(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 Stundivant, 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

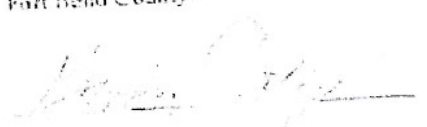
WHEREAS, the parties desire to renew the agreement and increase funding for certain additional services and any and all Addendum(s) as set forth below.

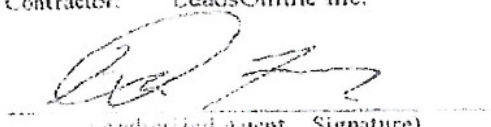
NOW THEREFORE, the Agreement is hereby amended as follows:

- 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:

Contractor: LeadsOnline Inc.


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


(Authorized Agent Signature)
Date: 3/23/10

ATTEST:
Dianne Wilson,
County Clerk


(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.

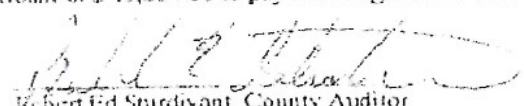

Robert Ed Sturdivant, County Auditor

Exhibit A: Invoice dated 11/01/09

It By: FDC SHERIFF'S FINANCE DIVISION; 281 341 4773;
PURCHASING At: 9,2813418642

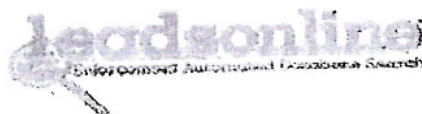
Feb 15 10 10:52AM;

Page 1/1

RK 33387

leadsonline.com

15000 N. DALLAS PARKWAY, SUITE 600 DALLAS, TEXAS 75220 T 972.361.0900 F 972.361.0901 TP 003.311.2606



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#: 42-1720332

INVOICE

Rep		Signature	P.O. Number	
CG	CSCS			
Months	Description			Total
12.00	LeadsOnline TotalTrack Plus Maind Theft Investigation System - PowerPlus			13,234.00
	LeadsOnline Investigative System for: Fort Bend County Sheriff's Office			
Contract Dates: 01/1/10 - 12/31/10				
Thank you for your subscription. Please remit payment to: LeadsOnline, 15000 N. Dallas Parkway, Ste. 600, Dallas, TX 75220				
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				
Total				\$13,234.00

Please call 972-361-0900 or email 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 23.5 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 adopts 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: FMC SHERIFF'S FINANCE DIVISION; 281 341 4773;
TO: PURCHASING At: 9,2813418042

Nov-28-08 1:32PM;

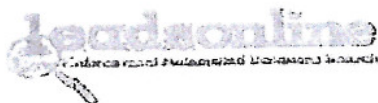
Page 1/2

11-28-09

Rx 17434

loadsonline.com

12000 N. DALLAS PARKWAY, SUITE 800 DALLAS, TEXAS 75243 • 972.331.0000 • 972.331.0001 • 972.331.7500



Fort Bend County Auditor
301 Jackson
Richmond, TX 77469

Att: Accounts Payable

Invoice Number: 214344
Invoice Date: 11/1/2008
Customer #: PACOX
Terms: Due 01/01/09
Taxpayer ID: 481720332

INVOICE

Qty	Unit	Description	Amount
12.00	Months	loadOnline Tailored Plus Metal Theft Investigation System - PowerPlus	13,234.00

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

15400 N. Dallas Pkwy., Ste. 800
Dallas, TX 75243

© 11/1/09 • 12/31/09

To pay by credit card, please call 972.331.0000.
We accept American Express, Visa, MasterCard, and Discover Card.
We also accept State Deposits | electronic funds transfer | ACH

Thank you for your subscription. Please remit payment to:
loadOnline, 15400 N. Dallas Pkwy., Ste. 800, Dallas, TX 75243

Please call 972.331.0000 or email accounts@loadonline.com
Should you have any questions about this invoice.

to our old office
with a check for more. Please send to:
15400 N. Dallas Pkwy.
Ste. 800
Dallas, Texas 75243

Yes! \$13,234.00

JPB

Page 218

XX 19708 17434

1. **අනුමැතිය** ලබාදීම සඳහා අවශ්‍ය වන ප්‍රධාන ක්‍රියාමාර්ගයන්
 2. **අනුමැතිය** ලබාදීම සඳහා අවශ්‍ය වන ප්‍රධාන ක්‍රියාමාර්ගයන්

1952-1953

- Neural pathways for the perception
 - The first neural system to receive most sensory inputs
 - Primary sensory system for most receptors in your periphery
 - Transfer of sensory information of messages from receptors
 - Transfer of neural messages of stimuli used in sensory input
 - Secondary sensory system as receptor
 - Additional ability as needed for most tasks investigations
 - Use of neural system for most tasks investigations
- Pathways
- Transfer of sensory inputs as needed for sensory functions

These statements are misleading because two questions in the Fort Hood Company's letter for an additional loan of \$2,000,000 for an amount of \$230,000. Please indicate corrections by typing below. The Fort Hood Company is authorized to pass misleading information to the Department.

[Signature]
Gilbert, John O
1951/05/05

*The results of the study are consistent with the findings of other studies that have shown that the use of a mobile phone can improve the performance of a task. The results also suggest that the use of a mobile phone can reduce the time taken to complete a task.

(continued)
 Proposed last date: 20-11-2019 to 15-12-2019
 15-12-2019

1953 257

STATE OF TEXAS
COUNTY OF FORT BEND

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 262.011(d) and Leadsonline

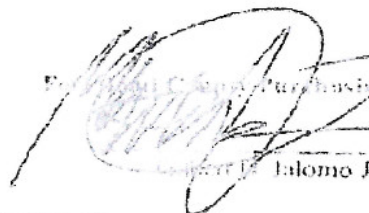
THAT WHEREAS, the parties have previously executed that certain Agreement for services and any and all Addendum(s) for subsequent years to attached hereto;

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 January 1, 2008 through

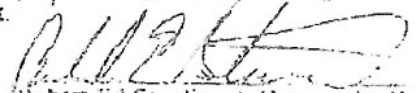
January 31, 2009

Sign this 6 day of March 2008


Robert E. Tolome Jr., CPPB
Purchasing Agent

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 11,600.00 to pay the obligation of Fort Bend County under and within the foregoing contract.


Robert Ed Sturdivant, County Auditor

16990 N. DALLAS PARKWAY, SUITE 230 DALLAS, TEXAS 75268 / 972.361.0900 / 972.361.0901

LeadsOnline
Law Enforcement Merchandise Database Search

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 lot 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 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 used 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.

Principal's Purchasing Agent

Provider

III.

AGREEMENTS AND RESPONSIBILITIES OF PRINCIPAL

- 3.1 Principal agrees that Principal's use of the Data displayed at Provider's web site will be 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.
- 3.2 Principal agrees not to divulge Data or information obtained through Principal's access to Provider's web site to anyone other than Authorized Officials and persons with Principal's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA. Principal agrees not to access information from outside of Principal's jurisdiction from Provider's web site for purposes of gathering information for any third party, including private parties and other law enforcement agencies.
- 3.3 Principal agrees that passwords provided by Provider to Principal enabling Principal to utilize Provider's web site will be made known only to Authorized Officials of Principal and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic database at Provider's web site. Principal's failure to strictly adhere to the terms of this Paragraph will result in the immediate termination of Principal's access to Provider's website.
- 3.4 Principal agrees not to use the Data or information displayed at Provider's web site for any unlawful purpose, or in any manner, which may create liability for Provider or Participants. Principal agrees its use of the Data or information contained at Provider's web site will not be other than as permitted by law or the rights duly granted to Principal in carrying out Principal's official duties.
- 3.5 Principal agrees to comply with laws and procedures within Participant's jurisdiction, and agree to coordinate with designated law enforcement Agency for Principal's jurisdiction prior to requesting search of a person, item, or vehicle, or to request a person's civil status, or to confiscate an item found in a business outside of Principal's jurisdiction.
- 3.6 Principal agrees to submit accurate information, including but not limited to valid Principal case numbers for specific items and/or suspects as well as the identity of the Authorized Official, in conducting any search or use of Provider's web site.
- 3.7 Principal agrees it has no ownership rights to any password or user name that may be utilized by Principal pursuant to this Agreement. For security purposes, Principal agrees to change its password(s) every 90 days.
- 3.8 Principal is responsible for insuring that Principal's hardware can connect to Provider's website via the Internet.
- 3.9 Principal is responsible for insuring compliance among businesses in Principal's jurisdiction. Principal agrees to not discourage entities that purchase pre-owned personal property and/or use personal property as loan collateral from becoming Participants, and to not discourage Participants from furnishing Data to Provider.

- 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 Participant'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 1. 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 Law Enforcement, as is contemplated by the GLBA.
- 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 transmitted 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. TERMS

- 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 shall 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, or 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 travel, 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, MERCHANTABILITY, 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 content 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 IDs 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 - 250 Search Units - \$10**
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.
- > **DCC - Deconfliction Communication System**
DCC facilitates inter-agency communication, enabling Authorized Officials to notify other agencies of suspect activity for sake of collaboration and avoidance of duplication of effort.

16990 N. DALLAS PARKWAY, SUITE 230 DALLAS, TEXAS 75248 T 972.361.0900 F 972.361.0901

X.

MISCELLANEOUS

- 10.1 Provider may assign or delegate all or part of Provider's rights or duties under this Agreement without notice to Principal. Principal may not make any assignment of this Agreement without Provider's prior written consent, which will not be unreasonably withheld.
- 10.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Provider deems the unenforceable provision to be essential to this Agreement, in which case Provider may terminate this Agreement, effective immediately upon notice to Principal.
- 10.3 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Texas.
- 10.5 This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof. Attached hereto are Attachments A - TotalTrack Service Package, and Attachment B - Pricing and Payment, which are made part of this Agreement.

PROVIDER

LeadsOnline LLC

By: [Signature]

Print Name: David K. Finley

Title: President & CEO

Date: 1/16/17

Address: 16990 N. Dallas Pkwy., Suite 230

Dallas, Texas 75248

Federal Tax I.D. # 42-1728332

PRINCIPAL

For: [Signature]

By: [Signature]

Print Name: Albert J. Jolomo

Title: Purchasing Agent

Date: 1/25/17

Address: 1810 Ransom Rd.

Richmond, TX 77409

Federal Tax I.D. # _____

lookonline.com

16990 N. DALLAS PARKWAY, SUITE 230 DALLAS, TEXAS 75248 1 972.361.0900 F 972.361.0901

AGENCY AGREEMENT - Attachment "B"

PRICING

First twelve (12) month period

TOTAL TRACK SERVICE PACKAGE:

\$11,028

PAYMENT TERMS

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

Fax No 281-341-4557
(evattina@ecu.fort-bend.tx.us)

*****CONFIDENTIALITY NOTICE*****

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system. Thank You

>>> "Ashley Sacrier" <ashley.sacrier@leadsonline.com> 1/11/2007 4:31:06 PM >>>
Hello Attorney Revelas,

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 make 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 Sacrier

Attachment B



Fort Bend County Finance
1410 Williams Way Blvd.
Richmond, TX 77469

Attn: Ms. Leslie Gibbs

Invoice #: 237327
Invoice Date: 8/1/2016
Customer #: FBCOX
Terms: Due 10/1/16
Our Tax ID #: 42-1720332

INVOICE

Status:	INVOICE		P.O. Number:
CSCS01...			
Months	Description	Total	
12	LeadsOnline PowerPlus Investigation System Service Package - Renewal	13,234.00	
<p>Contract Dates: 10/1/16 - 09/30/17</p> <p>Update Your Billing Contact Info Online: http://www.leadsonline.com/main/billing/</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 accounting@leadsonline.com</p>		<p>Total Due: \$13,234.00</p>	

Please call 972-331-7748 or email accounting@leadsonline.com
should you have any questions about this invoice.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LeadsOnline LLC
Plano, TX United States

Certificate Number:
2016-137132

Date Filed:
11/15/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

136065
Renewal Software Maintenance for PowerPlus Investigation System

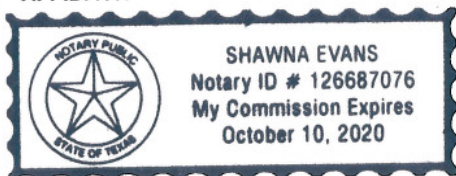
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dave Finley, this the 15 day of November 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Shawna Evans
Printed name of officer administering oath

Notary
Title of officer administering oath