STATE OF TEXAS §

S

COUNTY OF FORT BEND §

#### 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:

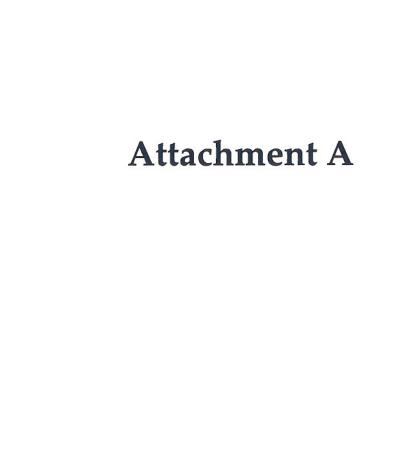
1. County shall renew the software maintenance services provided by Leads Online at an amount of \$13,234.00 which will expire on September 30, 2017 as indictated in the Renewal Notice (attached as "Attachment B").

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
	Dave Finley
Date	Printed Name & Title
ATTEST:	11/15/16 Date
Laura Richard, County Clerk	

#### **AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amo	ount of \$13,234.00 are available to pay the obligation of Fort
Bend County within the foregoing A	greement.
	Robert Ed Sturdivant, County Auditor



STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

ATTEST:

Laura Richard, Count

#### 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 A	ddendum and the Agreement, the provisions of this
Addendum shall prevail.	
11-01-	LEADSONLINEILC
FORT BEND COUNTY	() ()

Robert E. Hebert, County Judge Authorized Agent - Signature 11-24-2015 Ashley Sacrider

Authorized Agent- Printed Name Date

> Director of Operations Title

November 12, 2015

Date

## AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 13,23400	to pay the obligation
of Fort Bend County under and within the foregoing contract.	1

Robert Ed Sturdivant, County Auditor

# **EXHIBIT A**

1972 361-0900

F 972-361-0901

17 800-31 1-2656



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 Tox ID #:

42-1720332

Status	INVOICE		P.O. Number:
CSCS01	Description		Total
Months	LeadsOnline PowerPlus Investigation System Service Pack	age - Renewal	13,234,00
12	Contract Dates:		
	10/1/15 - 09/30/16 Update Your Billing Contact info On	line:	
	http://www.leadsonline.com/main/	billing/	
Le	Thank you for your subscription. Please remit payment to: adsOnline, 6700 pallas Parkway, Suite 825, Plano, TX 75024  To pay by credit card, please call 772-331-7748  ccept American Express, Visa, MasterCard, and Discover Card also accept Direct Deposit   Electronic Funds Transfer   ACH		
	ase 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)

#### 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	LEADSONLINE LLC  Authorized Agent- Signature	-
Date 1-25-14	Daye Finley Authorized Agent- Printed Name	WERS COUNTY
ATTEST:	CEO Title	A)E/X
Dianne Wilson, County Clerk	1) 14 14 Date	O A SHIP
ARIANTM	DDIS CEDTIFICATE	SEND KAN

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount	nt of \$	99	25.5	50	to pay the obligat	tion of
Fort Bend County under and within the foregoing contract.	1	,	11	1		

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

Status:	INVOICE		P.O. Number:
CSCS01 Months	Description		Total
9	LeadsOnline TotalTrack Plus Metal Theft Investigation System Renewal	m: PowerPlus	9,925.50
	*** Prorate for Fiscal Year ***  New Annual Contract Dates: October 1 - September 30		
	NEWI Please update your billing contact information in the http://www.leadsonline.com/main/billing		
	Contract Dates: 01/1/15 - 09/30/15		
	01/1/10 - 01/00/10		
Ti Le	nank you for your subscription. Please remit payment to: adsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024	A. MOSTA CO. ALCOHOL	
We ac	To pay by credit card, please call 972-331-7748 cept American Express, Visa, MasterCard, and Discover Card also accept Direct Deposit   Electronic Funds Transfer   ACH		
	6-10-10-10-10-10-10-10-10-10-10-10-10-10-	fotal Due:	\$9,925.50

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



#### AGENCY AGREEMENT

This LeadsOnline, Inc. AGENCY AGREEMENT ("Agreement"), is made between **Fort Bend County**, **Texas**, a 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-Billey 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.
- "Participant" means any person or entity that purchases pre-awned 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.

Server and Server and

# 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.
- 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.



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

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.
- 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.
- 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.
- 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

- 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 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.

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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.
- 5.3 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.
- 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.
- 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.
- 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.

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# VII. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

PROVIDER SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND 7.1 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.

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

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 cleems 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 at 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.

made part of this Agreement.	$C_{n}$
PROVIDER	PRINCIPAL A
LeadsOnline LLC	Fort County Sheriff office
By: The K	Ву: / /// ///
Print Name: David K. Finley	Print Name: GILBERT JA OMO
Title: President & CEO	Title: Purchasing Azmt
Date: 1/16/7	Date: 1/25/07
Address: 16990 N. Dallas Pkwy., Suite 230	Address: 1410 Ransom Rd.
Dallas, Texas 75248	Richmond, TX 77469
Federal Tax I.D. # 42-1720332	Federal Tax I.D. #

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## 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 @b

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.





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

## 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.

TENERAL SERVICES OF THE SERVIC

Sent By: FBC SHERIFF'S FINANCE DIVISION; 201 341 4773; To: PURCHASING At: 9,2813418642

10-22-61-16

Aug-20-08 8:404M;

Page 1/1

RX1028-17434

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- Support Your Inter-Agency Communication
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These additional crimposioning features are available to the Fact Bond County Shariff's Office for an additional and of \$2,200, but an annual total of \$13,234 Plana indicate acceptance by signing below. This form will become an attachment to your wisting Levels Online Agency Agramment.

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Fort Bend County Finance

30! 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

Status:	INVOICE	P	O. Number:		
Months	Description		Total		
9	LeadsOnline TotalTrack Plus Metal Theft Investigation Syste Renewal	em: PowerPlus -	9,925.50		
	*** Prorate for Fiscol Year ***  New Annual Contract Dates: October 1 - September 30				
	NEW! Please update your billing contact information online: http://www.leadsonline.com/main/billing/				
	Contract Dates:				
	01/1/15 - 09/30/15				
	nank you for your subscription. Please remit payment to:				
Le	adsOnline, 6900 Dallas Parkway, Suite 825, Plano, 1X 75024				
We ac	To pay by credit card, please call 972-331-7748  cept American Express, Visa, MasterCard, and Discover Card also accept Direct Deposit   Electronic Funds Transfer   ACH				
Purchr	sse Orders should be emailed to accounting@leadsonline.com	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 10 #: 42-1720332 (LLC-P)

#### 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	Authorized Agent- Signature	WILLIAM ON ERSON
Date  ATTEST:  Acanas Hilson  Dianne Wilson, County Clerk	Authorized Agent-Printed Name CEO Title 11   25   13	* SEND COUNT

#### **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



Invoice #:

225954

Fort Bend County Finance

301 Jackson

Richmond, TX 77469

Attn: County Auditor

Invoice Date:

11/1/2013

Customer #:

**FBCOX** 

Terms:

Due 01/1/14

Our Tax ID #:

Total Due:

42-1720332

\$13,234.00

Status:	INVOICE	P.O. Number:
Months	Phone with the state of the sta	
12	LeadsOnline TotalTrack Plus Metal Theft Investigation System: Power Renewal	Plus - 13,234.00
	Contract Dates: 01/1/14 - 12/31/14	
Le	To pay by credit card, please call 972-331-7748 cept American Express, Visa, MasterCard, and Discover Card also accept Direct Deposit   Electronic Funds Transfer   ACH	

Furchase Orders should be emailed to accounting@leadsonline.com

#### 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:

- 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.
- Contractor's compensation for under the Agreement and any Addendums shall not exceed \$90,432.00.
- No additional funding shall be available for services without prior written consent of the Fort Bend County Commissioners Court.
- 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 Gallery Jalorno	Contractor: LeadsOnline LLC  (Authorized Agent - Signature)
ATTEST: Diame Wilson, County Clerk	Dave Finley, CEO (Authorized Agent - Printed Name)  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 #:

FBCOX

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Duo 01/1/13

Our Tax ID #:

42-1720332

Status:	INVOICE		P.O. Number:	
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	We've moved! Please change your records to reflect our new address:			
	LeadsOnline LLC 6700 Dollas Parkway, Suite 825 Piano, TX 75024			
	Contract Dates:			
	01/1/13 - 12/31/13			
Le	Triunk you for your subscription Please remit payment to: adsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024			
We a	To pay by credit card, please call 972-331-7748  ccept American Express. Visa. MasterCard, and Discover Card also accept Direct Deposit   Electronic Funds Transfer   ACH			
Purch	ase Orders should be emailed to accounting@leadsonline.com TOT	al Due:	\$13,234.00	

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

MERS

BEND COUNTY

## 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:

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

LeadsOnline LLC Contractor: Fort Bond County: (Authorized Agent - Signature) Robert Hobert Date: (Authorized Agent - Printed Name) Dianne Wilson, County Clerk

#### AUDITOR'S CERTIFICATE

Thereby 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. MOHI

Robert Ed Sturdivant, County Auditor

#### 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:

- This Addendum shall terminate on or before December 31, 2011.
- An additional amount not-to-exceed \$ 13,234.00 shall be available for additional services in 13. connection with the Work as described in Exhibit A.
- Contractor's compensation for under the Agreement and any Addendums shall not exceed C. 5 63,964.00.
- No additional funding shall be available for services without prior written consent of the Fort D. Bend County Commissioners Court.
- Except as modified berein, the Agreement and any previous Addenda remains in full force and F. effect and have not been modified or amended.
- If there is a conflict between this Addendum and the Agreement, the provisions of this F. Addendum shall prevail.

Manth String LeadsOnline Inc. Contractor: Fort Bend County: (Authorized Agent - Signature) Date END COUNT ATTEST: (Authorized Agent - Printed Name) Dianne Wilson. County Clerk

#### 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 comract.

bert Ed Stundivant, County Auditor

Invoice dated 11.01.2010 Exhibit A:

#### ADDENDUM TO AGENCY AGREEMENT

THIS ADDENDEM, 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(5) as set forth below

NOW THEREFORE, the Agreement is hereby amended as follows:

- This Addendum shall become effective upon execution on January 1, 2010 and shall terminate A. on or before December 31, 2010.
- An additional amount not-to-exceed \$ 13.254.00 shall be available for additional services in B. connection with the Weak as described in Exhibit A.
- Contractor's compensation for under the Agreement and any Addendums shall not exceed C.
- No additional funding shall be available for services without prior written consent of the Fort D Bend County Commissioners Court.
- Except as modified herein, the Agreement and any previous Addenda remains in thill force and F. effect and have not been modified or amended.
- If there is a souffiet between this Addendum and the Agreement, the provisions of this 1. Addendum shall prevail.

LeadsOnline inc. Contractors Fort Bend County Authorized Agent Signature) Grady Prestage, Commissioner Precinct 2 Presiding to their commissioners Court March 23, 2010 (Authorized A serf - Printed Name) Dianne Wilson. County Clerk

#### AUDITOR'S CERTIFICATE

Thereby 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. bert Ed Sturdivant, County Auditor

Invoice dated 11 01:00 Exhibit A:

RX 33387

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10000 NO. BALLAS PAURUVAY, SUMI 000 DALLAS, TEXAS YEROD T WYZ SCILLETTE F 072 201 4501 TP 0004.311.2008

Sinfor Company Autoritational Commissions Secured

for Bend County Auditor 30 i Jackson Richmand, TX 77469

Ann: County Auditor

Invoice Number:

215807

Invoice Dale:

11/1/2009

Customer #:

FBCOX

Terms:

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Our Tax ID#.

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# 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 pown, secondhand, scrap metal recycler, and aboy transaction data for use in criminal investigations.

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

LeadsOnline is the sale provider of electronic data transfer services for pawn, secondhand, scrap metal recycler and eBay seller data operating statewicle 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 ascupe datection by local authorities.

teadsOnline is the sale provider of secure electronic transmission of pawn, secondhand, error metal, and above 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 orea, and LoadsOnline 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

Sincorely,

Dava Finley

Kan x 723

Prosident and CEO

Nov-28-08 1:32PM;

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For Band County Auditor nearbal 10E Richmond, DX 77469

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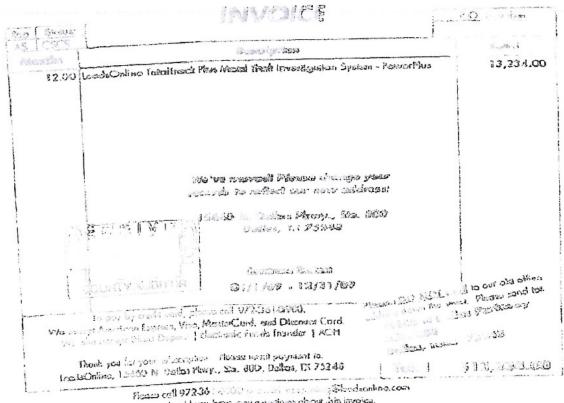
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Bent By: FBC SHERIFF'S FINANCE DIVISION; 281 341 4773;

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To: COSSIES

KK +47048- 17434

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#### STATE OF TEXAS COUNTY OF FORT BEIND

# ADDENDUM TO REPRESENT CHEMENT

and politic, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local
Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Covernment Code 262.011(d) and Local Code 262.011(d) a

Robert Ed Sturdivant, County Auditor

16990 N. DALIAS PARKWAY, SUITE 230 DALIAS, TEXAS 75269 1 972 361,0900 5 972 361,0901

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#### AGENCY AGREEMANT

This LeadsOrdine, Inc. AGENCY AGREEMENT ["Agraement"], is made between Fore Sample County, Versas, a a body corporate and politic, acting herein by and through its Purchasing Agree, according to V.T.C. A Local Government Code 262.011(d), for the benefit of the fort Bend County Shortel's Coffice ("Principal") and Seconds Ordina Lic ("Provider")

#### SCOPL OF AGRESMENT

Provider operates and maintains at its web site a confidential database accessible electronically exclusively by time Enforcement Agencies for the sale 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 distabase 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. Daginiu**o**ms

- 3.1 "Authorized Officials" moons duly authorized low enforcement personnel of Principal
- 1.2 "regata" includes the table comben, item number make, and inflamment description and serial number of merchandise sold to a Participant or used as how a diction by a Participant, as well as the name and address of any austomorphy assolved in the aforementioned numberiors as required by law in Participant's prisidiction.
- 1.3 "Law Bakercement Agency" means any remarked manty, state at beleast government staffed and operated agency whose primary purpose is common investigation and/or law enforcement, as contemplated by the Grammittand-Bidey Aur of 1999 (15 U.S.C. § 6001, et seq., and 15 U.S.C. § 8821, et seq.) (the "OttBA"). Law Enforcement Agencies" means two or more of such agencies.
- 1.6 "Practicipase" means any person or entity that purchases pre-award personal property and/or uses personal property as lace collateral and fundshes Data relative thereto is Provider for inclusion at Provider's web site.

## APPOINTMENT

2.1 Subject to the terms of this Agreement, Principle Accepts appoints Provides as its agent, as such term is and and in the GBA, 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.

·新华国际的社会中央第3的 网络中华国际中华大学

#### 398.

### ACRESMENTS AND RESCONSEQUENT AS PRINCIPAL

- 3.3 Principal ogrees 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 arimes against persons in which property is involved.
- 3.2 Principal agrees not to divulge Data or information obtained through Principal's agrees to Provider's with site to anyone other than Authorized Officials and persons with Principal's agency entitled to receive the Data or information pursuant to scales, the or regulation, including specifically the GIBA.

  Through agrees that access information from outside of Principal's private home Provider's well that the purposes of gathering information for any find purity, including private paties and other law enforcement agencies.
- 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 particular will be permitted to use the preswords or otherwise access the electronic detailed of Principal's tallure to study adhere to the terms of this Paragraph will result in the immediate remination of Principal's access to Provider's website.
- 3.4 For applicagness that to use the Data or information displayed at Frovider's web site for any unlawful purpose, or in any incorner, which may create liability for Provider or Portraipents. 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 duty or anied to Principal in corrying out Principal's official duties.
- 3.5 The put again to not a reconductor with laws and procedures within Forticipant's jurisdiction prior to requesting against the matter than the description of the second transfer of the confiscult on the found in a trusmess outside of Principal's jurisdiction
- 3.6 Principal especial translation interesting antidding but not limited to valid Principal case sumbers for specific trains and/or suspents as well us the identity of the Authorized Cilibetal, in conducting any search or use of Provider's web title
- 3.7 Principal ugrees it has no exercise rights to any possword or user name that may be utilized by Principal parameter to this Agreement For security purposas, Principal agrees to change in password(s) every 90 days.
- 3.8 Procipal is responsible for insuring that himapoi's hardware can connect to Provider's website via the Internet.
- 3.9 foreign is responsible for insuring compliance among butinesses in Principal's purisdiction. Principal agrees to not discourage entities that purchase pre-owned personal property and/or use personal property as loan inflateral turn becoming Participants, and to not discourage Participants from furnishing Data to Provider.

### 14990 N. DALLAS PARKWAY, SUITE 230 DALLAS, TEXAS 75048 1 072 361 0900 1 977, 361,0901

3.30 It is expressly understood that Principal has available an amount rul to exceed \$11,028.00, fund here conflided by the County Auditor of Fort Bond County. Texas, for the purpose of satisfying Principal's obligations. Any other cashs, loss, interest, if any, are void for all purposes. See Attachment B.

#### ia. Agreements and responsibilities of Phovides

- Provider agrees to operate and marriain 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.
- #.3 Provider agrees to provide database features in accordance with Attachment "A" attached to this Agreement.
- Provider agrees to implement commercially reasonable offers to manifold him qual's access to Provider's with a to through Provider's server. However, from time to time, maintanance 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 landines, atmospheric or technical conditions and may be temperately unavailable, limited, interrupted or curratted.
- Provider agrees to localitate Principal's access to the Date by passwords and user names selected by Provider), allowing Principal to search and sentence Data for the scale purpose of intensiving states marchiandise and persons suspected of crimes involving property.
- 4.5 Francier agrees to provide Principal's designated Department head with a monthly report data ling the usage of Provider's web use by Principal's Authorized Officials, which includes the number of searches by our highest Authorized Official, properly searched, names of suspects praiched, along with Principal's case numbers associated with those searches.

#### V. Consumment for Far som<u>an's Acess and</u> Use of Propr<u>estit by</u>sa **Sits**

- 5.1 By entering this Agreement, Principal reprovens it to 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 the entering as is contemplated by the GLBA.
- 8.2 Provider may modify or upgrade any aspecifs) of Pravider's web site of any time without notice to Principal.
- All Date is provided solely by Participants using Portropant's proprietary operational software. Therefore, it ends countd and the not represent or and done the accuracy or reliability of the Date displayed disough Possible. Web the nor the formationality of Portropant's operational software. Purchase of the control of a characteristic providers that one reliance by Principal or only Law Enforcement Agency upon any Date or control of the control of the characteristic provider is web site shall be at Principal's sale task. Upon notice by Portropants or Law Enforcement Agencies, Provider reserves the right, in its sale discretion, to correct any errors or omissions in the Unite continend in any portrop of Provider's web site.

5.4 regulation, or government request, or to edit, reluse to post or to remove any Data or information, in whole or in port, that in Provider's sole discretion is deemed to be in violation of local, state and/or federal law.

yı. Term

- 6.1 The initial team of the contract will be uselve [12] months, commencing february 1, 2007 and terminating on Junuary 31, 2008.
- 5.2 This Agreement will become effective as or the date first set forth above and remain in effect for one year of and concollation or termination by Provider or Principal as described below.
- 6.3 This Agreement will be automatically renewed for seccessive additional one-year terms unless Principal provides Pravide swatch as the of concellation of land (30) days prior to the expiration of the initial term or any a messal term thereafter in the event of annewal, Principal agrees to pay Provider an annual subscription ten for the renewal period within 30 days of invoice.
- Florider may terminate this Agraement for convanience by providing (30) days written notice. In the count of termination, Provider must remit to Europeal on a provided basis that portion of the annual subscription fee poid by Principal from the rinte Provider terminates this Agreement for convenience until the end of the applicable one-year term. Principal may terminate this Agreement for convenience on the providing (30) days written makes, accorded such termination shall not relieve Principal of its payment attrigations to recorder hereunder or enable Principal to any refund of a prepaid annual subscription fee.
- 8.5 Provider may immediately and without notice, terminate this Agreement for cause, or Provider's sale option, if Principal (a) talk to pay any annual subscription lie awed to Provider under this Agreement, (c) fails to partition in correctance with its asponsibilities contained in Section III of this Agreement, (c) fails to perform any other obligation required of Principal under this Agreement, or (d) violates any lower, rates an regulations if termination security. Provider shall be retailed to receive from Principal all amounts and charges owed under this Agreement, in addition to all other legal and equitable remains then and there available under Levas law.
- 5.6 Provider's client support and marring is overlable to Principal at an additional containing performed by interphana or email. Principal roay request Provider to travel to Principal's foreign for specialized namency and support. These special services will be provided at agreed upon rotes for time, materials, travel, ladging, and mix elicinearis expenses.
- 6.7 Initial may assendedly and without notice, terminate this Agreement, at Paragraph to be option. It is notice to be parked in a condense with a proposition to be Provided under this Agreement, of this Agreement, to talk to perform any other obligation required at Provided under this Agreement, or to violates any laws, to be at regulations. It termination occurs, as Principal's sale and exclusive remady. Provider shall remit to Principal on a pro-rated basis that parison of the annual subscription face paid by Principal from the date Provider commits any breach described above until the end of the applicable are your term.

and a sign of the state

#### VIIIa

DISCLAIMEN OF WARRANTIES AND LIMITATION OF LIABILITY

PROVIDER SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARTANNES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF 7.3 LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT UMITED TO, WARRANTES OR CONDITIONS OF MERCHANVABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, OR PHINESS FOR A PARTICULAR PURPOSE WITH QUALITY PROVIDER'S WEB SITE AND PROVIDER'S SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. PROVIDER'S WES THE INCLUDING OR DELIVERED TO SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED PHYOLIGH PROVIDER'S WEB SITE IS PROVIDED "AS IS" WHIN ALL FAURTS AND WITHOUT WARRANTY OF ANY KIND. PROVIDER DOES MOT WARRANT THAT THE FUNCTIONS CONTAINED IN PROVIDER'S WES SHE OR ANY GATA, MATERIALS OR CONTENT COMPAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, TOTAL DEFECTS WILL BE CORRECTED, OR THAT THE PROMOTER'S WER SITE OR THE SERVER THAT MAKES IT AVAILABLE IS THEE OF VIRGEES OR OTHER HARMELL COMPONERTS. PROVIDER SHALL NOT SE LIABLE IN ANY MANNER OR IN AMY RESPECT FOR THE LISE OF PROVIDER'S WEB SITE BY PRINCIPAL, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DAYA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.

#### VIII. Indermuncation

Provider shall not be hable for any claims, damages and alterney fees arising from the negligent or illegal acts of Principal's employees arising and of a reduced to Principal's use of Provider's web site.

The polithal not be highly for any claims, damages and alterney fees arising from the negligent or sitegal acts of trouder's employees arising out of or related to operation or use of Provider's website. It both Provider and Principal are hable for our claims, damages or attendey fees arising from the negligent or lifetal acts of the sampleyons of Provider and Principal under this Agreement, Provider and Principal shall be highly for the portion of the claims, damages and attending fees that arise from the Principal shall be highly for the portion of the claims, damages and attending 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 remodies under or by reason of this Agreement.

## DEPTRISECT

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 protected by copyright, and are owned or controlled by provider or the party credited as the provider of the content. Provider will abide by any additional copyright notices, information, or restrictions contained in any content on Provider's web site.

16990 N. DALLAS PARKWAY, SUITE 230 DALLAS, VEXAS 75248 1 972 361,0900 V 972.361.0901

## AGENCY AGREEMENT - Attachment 'A'

## TOTALTRACK SERVICE PACKAGE INCLUDES:

- Matienal 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.
- > NECLE ISINFESSE

  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
- 1.5 Served Societies Saved Searches feature outconsticulty runs searches continuously at the discretion of Authorized Officials
- Up to 220 Wes for Authorized Officers for whom individual accounts are established and access is granted upon registration by Authorized Officials and verification by Provider
- P allow First Responder System 280 Speech Units 6° easy First Responder System provides investigative search access to more than 500 million edgy First Responder System provides investigative search access to more than 500 million edgy listings, including seller and boyer contact information and history.
- Wit Alores to Emplification to Authorized Officials via er and and/or via an empirenabled thir Alores when a new match ("hit") for a saved search is described in the system.
- State Assistant Traker Assistant provides for entry of Dolo from concomputerized power and secondhand stores into the Leuds Online dotabase.
- > Des Decardistation Communication System
  Des localitates interagency communication, enabling Authorized Officials to notify other agencies of suspect activity for sake of collaboration and avaidance of duplication of effort.

#### 14990 N. DALLAS PARICWAY, SUITE 230 DALLAS, YEXAS 75248 T 972.361,0900 6 472.361,0901

#### **X.** Mescrilantous

- Provider may assign or elifegate all ar 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 sequent, which will not be unreasonably withheld.
- 39.2 If any provision of this Agreement is held to be unenforceable, in whole or in pair, such holding will not offect the validity of the other provisions of this Agreement, unless through 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 Matthew party will be liable for any follow or delay in performing an obligance under this Agreement that is due to causes beyond its reasonable control, such as natural catashaphes, governmental acts or unassions, laws or regulations, labor strikes or difficulties. Iransportation strippings or slow-downs.
- This Agreement should be governed by and construed in accordance with the lows of the State of Texas, without inspared to conflicts of laws provisions. Sale and archaece jurisdiction for any action or proceeding arising out of or related to 1.25 gives a stall 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 homes are Attachments A. Totallrack Service Package, and Attachment B. Pricing and Payment, which are made part of this Agreement.

DROY:DER	PRINCIPAL BOUNTS
Isonline 1463	By: WWW I
sy: Com	evine stames (1) best Inlome
Print Harnes Dovid K Finley	
Titles President & CEO	THERVELLINSING Agent
Dore: 1/10/7	Dame: 125/07
Address: 16990 N. Dolles Phary., Suite 230	id base 1410 llansom 2d.
Delles, Tenes Villai	25th mond, 53 77409

reduction LD. # \_\_\_\_\_

Federal Fax 1.0. # 42-1720332

## 1699G N. DAILAS PARKWAY, SLATE 230 DAILAS, TERAS 78248 1 972,361 0900 5 972,361,0001

AGENCY AGREEMENT - Allochmant 'B'

PRICING
First twelve (12) month period

TOTALTRACK SERVICE PACKAGE:

\$1 L028

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

Fax No 281-341-4557 revesimencesco, tout-bend by us

The information in this email may be confidential and/or privileged. This small is intermation in this email may be confidential and/or privileged. This small is intermated to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized impresentative of the extended recipient, you are noteby neithed that any review, disserbination or copying of this email and its attachments, if any, certain, information contained berein is prohibited. If you have received this email in error, please immediately noity the sender by return email and delete this email from your system. Thank You

>>> "Ashley Sounder" <ashley sacrider@leadsonine.com> 1/11/2007 4:31:06 PM >>> Hollo Astorney Revelets.

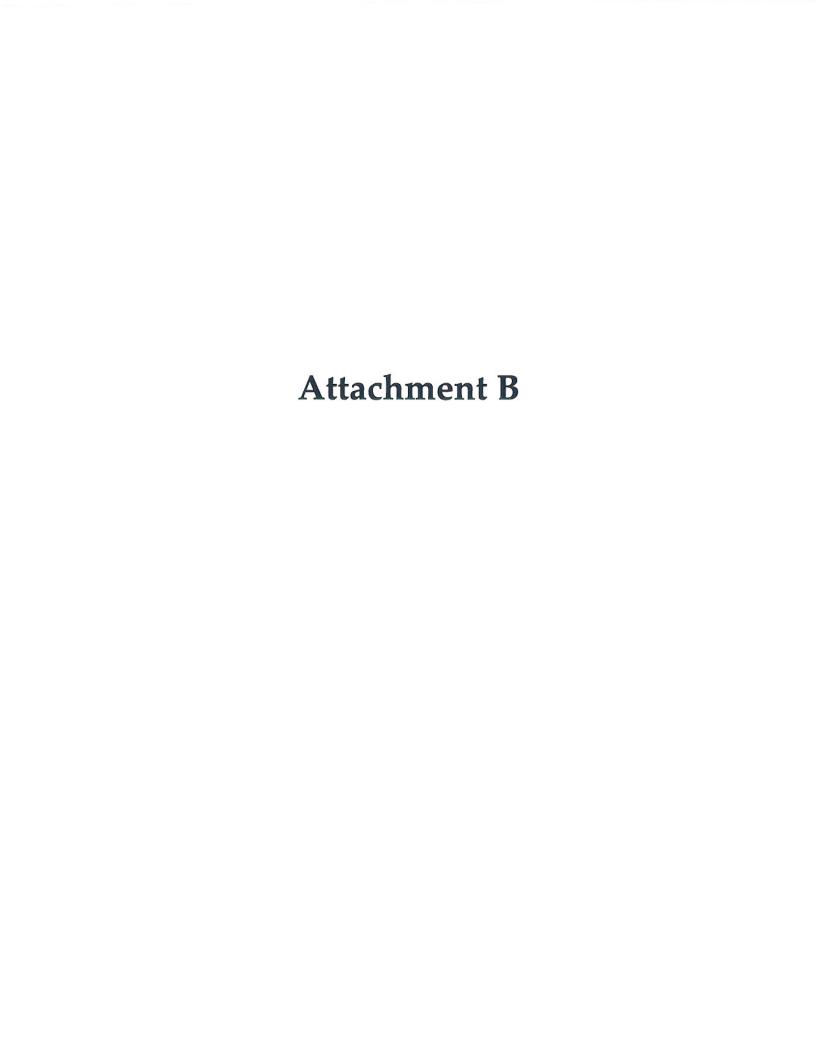
Per your mensage, attached is the against agreement for you to make some changes. Leads Online actually made a few minor changes to our template so I attached the updated version for you. If you would place that it your changes I can then have our laget review the changes, should you have any needs or questions you may leads me directly at 972-331-6780.

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

Regards.

Ashley Sucilider

many works at the property of the contract of





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

Status:	INVOICE		P.O. Number:	
CSCS01			Total	
12	LeadsOnline PowerPlus Investigation System Service Pack	age - Renewal	13,234.00	
	Contract Dates: 10/1/16 - 09/30/17  Update Your Billing Contact Info On http://www.leadsonline.com/main/	line: billing/		
We ac	Trank you for your subscription. Please remit payment to: IdsOnline, 6900 Dallas Parkway, Suite 825, Plano, TX 75024  To pay by credit card, please call 972-331-7748  cept American Express, Visa, MasterCard, and Discover Card Ilso accept Direct Deposit   Electronic Funds Transfer   ACH  se 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.

## **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

1 of 1

_			M.Grand	with the second second second		
	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		
4				Certificate Number:		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			-137132		
	LeadsOnline LLC					
	Plano, TX United States	1	Date I	Filed:		
2	Name of governmental entity or state agency that is a party to the	contract for which the form is	11/15	5/2016	1	
_	being filed.					
	Fort Bend County		Date /	Acknowledged:		
3	Provide the identification number used by the governmental entity	y or state agency to track or identify	the co	ontract, and prov	ride a	
	description of the services, goods, or other property to be provide	ed under the contract.				
	136065					
	Renewal Software Maintenance for PowerPlus Investigation Sy	ystem				
_				Nature of	interest	
4	Name of Interested Party	City, State, Country (place of busine			plicable)	
		9 W W			Intermediary	
			-			
			-			
			$\dashv$			
			$\dashv$			
5	Check only if there is NO Interested Party.					
6	AFFIDAVIT I swear, or at	affirm, under penalty of perjury, that the	above	disclosure is true	and correct.	
1						
1	SHAWNA EVANS Notary ID # 126687076					
	My Commission Expires	12/1				
	October 10, 2020	Signature of authorized arout of	racel	husiness antit		
		Signature of authorized agent of cont	racting	j business entity		
	AFFIX NOTARY STAMP / SEAL ABOVE					
	ALLIANDIAN OF THE PROPERTY OF			- X		
	Sworn to and subscribed before me, by the said				ovember	
	20 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \					
	\A					
	V	ma Figure		NIL		
	On the state of attings and the state of a s	officer administering cath	itle of a	officer administer	ng oath	
	Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath					