STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

ADDENDUM TO CORRECTIONS SOFTWARE SOLUTIONS, LP'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Corrections Software Solutions, LP, ("CSS"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted CSS' Professional Services Agreement, Attachment 1 to Professional Services Agreement Nonexclusive License Agreement, and Correspondence (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified software services (the "Services"); and

WHEREAS, County desires that CSS provide Services as will be more specifically described in this Agreement; and

WHEREAS, CSS represents that it is qualified and desires to perform such Services, and represents that it is the owner of all copyrights and all other intellectual property rights in connection therewith; and

WHEREAS, CSS is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit "B" and incorporated fully by reference; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement, including the term of the Professional Services Agreement and Attachment 1 to Professional Services Agreement Nonexclusive License Agreement (attached within Exhibit A), is effective as of September 1, 2021, and shall expire no later than August 31, 2022, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.

2. **Scope of Services.** Subject to this Addendum, CSS will render Services to County as described in Exhibits A and B.

3. **Payment; Non-appropriation; Taxes.** During the term of this Agreement, CSS will invoice County each month for Services. County will review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. Except as authorized below, each payment by County will be in the amount of $9,770.00 (Nine Thousand, Seven Hundred Seventy and 00/100 dollars) (for a total amount not to exceed $117,240.00). If County disputes charges related to an invoice submitted by CSS, County shall

notify CSS no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** CSS clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Seventeen Thousand, Two Hundred Forty and 00/100 dollars ($117,240.00), specifically allocated to fully discharge any and all liabilities County may incur. CSS does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that CSS may become entitled to and the total maximum sum that County may become liable to pay to CSS shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Seventeen Thousand, Two Hundred Forty and 00/100 dollars ($117,240.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. **Public Information Act.** CSS expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by CSS shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by CSS in any way associated with the Agreement.

7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, CSS hereby verifies that CSS and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

   a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

   b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, CSS does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

   c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, CSS does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

   d. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, CSS does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

8. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear in this Addendum and the Exhibits.

9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CSS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

10. **Use of Customer Name.** CSS may use County's name without County's prior written consent only in any of CSS' customer lists, any other use must be approved in advance by County.

11. **Performance Warranty.** CSS warrants to County that CSS has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and CSS will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

CSS warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.

12. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.

13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

16. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by CSS as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. CSS shall promptly furnish all such data and material to County on request.

18. **Personnel.** CSS represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that CSS shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of CSS shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CSS or agent of CSS who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, CSS shall comply with, and ensure that all CSS Personnel comply with, all rules, regulations and policies of County that are communicated to CSS in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Compliance with Laws.** CSS shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, CSS shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

20. **Confidential Information.** CSS acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by CSS or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by CSS shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by CSS) publicly known or is contained in a publicly available document; (b) is rightfully in CSS' possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of CSS who can be shown to have had no access to the Confidential Information.

CSS agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CSS uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. CSS shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, CSS shall advise County immediately in the event CSS learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and CSS will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or CSS against any such person. CSS agrees that, except as directed by County, CSS will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, CSS will promptly turn over to

County all documents, papers, and other matter in CSS' possession which embody Confidential Information.

CSS acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. CSS acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

CSS in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

21. **Termination.**

   21.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

   21.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
   (a). If CSS fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
   (b). If CSS materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

   21.3. If, after termination, it is determined for any reason whatsoever that CSS was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 21.1 above.

   21.4. Upon termination of this Agreement, County shall compensate CSS in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. CSS' final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

   21.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to CSS.

21.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

21.7. Upon termination of this Agreement for any reason, if CSS has any property in its possession belonging to County, CSS will account for the same, and dispose of it in the manner the County directs. Upon termination of this Agreement, the County will maintain records concerning this Agreement as required by law, including any applicable record retention laws.

22. **Independent Contractor.** In the performance of work or services hereunder, CSS shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of CSS or, where permitted, of its subcontractors. CSS and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

23. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

24. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

25. **Dispute Resolution.**

25.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.

25.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

25.3. Each party shall be responsible for its own costs associated with the mediation.

25.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

25.5. CSS acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

26. **Insurance.** Prior to commencement of the Services under this Agreement, CSS shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. CSS shall provide certified copies of insurance endorsements and/or policies if requested by County. CSS shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. CSS shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

(b). Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(d). Professional Liability insurance with limits not less than $1,000,000.

(e). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than $1,000,000 each claim/loss with a $2,000,000 aggregate. The insurance should provide coverage for the following risks:

(1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.

(2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including

Workers' Compensation written on behalf of CSS shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, CSS warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

CSS' or CSS' subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. CSS' or CSS' subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of CSS.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751

27. **Remote Access.** If CSS requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before CSS is granted remote access to County Systems:

   (A). CSS will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.

   (B). CSS will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. CSS will not access County Systems via unauthorized methods.

   (C). CSS' remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.

   (D). Remote access is restricted only to County Systems necessary for CSS to provide Services to County pursuant to this Agreement.

   (E). CSS will allow only its Workforce approved in advance by County to access County Systems. CSS will promptly notify County whenever an individual member of CSS' Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. CSS will keep a log of access when its Workforce remotely accesses County Systems. CSS will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

   (F). If any member(s) of CSS' Workforce is provided with remote access to County Systems, then CSS' workforce will not remotely log-in to County Systems from a

public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.

(G). Failure of CSS to comply with this Section may result in CSS and/or CSS' Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.

(H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for CSS, is under the direct control of CSS, whether or not they are paid by CSS and who have direct or incidental access to County Systems.

(I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

28. Notices.

28.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

28.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Information Technology Department Attn: Information Technology Director 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 301 Jackson Street Richmond, Texas 77469
Contractor:	Corrections Software Solutions, LP Attn: _____ 316 N. Lamar Austin, Texas 78703

28.3.   A Notice is effective only if the party giving or making the Notice has complied with subsections 28.1 and 28.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

28.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

28.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.
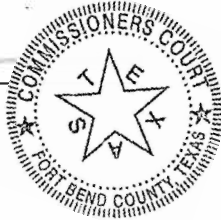
FORT BEND COUNTY

County Judge KP George

KP George, County Judge

April 5, 2022

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Community Supervision and Corrections Department

REVIEWED:

Robyn Doughtie

Information Technology Office

CORRECTIONS SOFTWARE SOLUTIONS, LP

Authorized Agent -- Signature

JAMES REDUS

Authorized Agent- Printed Name

PRESIDENT

Title

-9-1-21

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $_117,240.00_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: CSS' Professional Services Agreement, Attachment 1 to Professional Services Agreement Nonexclusive License Agreement, and Correspondence; and
Exhibit B: Sole Source Letter

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Exhibit A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and executed on the date set forth below, by and between the Fort Bend County Community Supervision and Corrections Department, having its principal place of business at 4520 Reading Road # B, Rosenburg, Texas 77471 (the "Client"), and Corrections Software Solutions, LP, having its principal place of business at 316 N. Lamar, Austin, Texas 78703, ("CSS"):

WHEREAS, the Director of the Client has determined that a public necessity existed to preserve the property of the client inasmuch as the sheer volume of the ministerial acts required data processing services to prevent prejudicial material and significant loss to the Client; and

WHEREAS, the Client has determined that such data processing services would be best provided by independent contractors skilled in the same, and that the Client would materially benefit from the economies and cost efficiencies of providing such services to the Client by data processing consultants such as CSS; and

WHEREAS, CSS is willing to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT. The Client agrees to retain CSS as an independent contractor, and CSS agrees to serve the Client upon the terms and conditions hereafter stated.

2. TERM. This Agreement shall commence September 1, 2021 and shall continue to and including August 31, 2022 ("Expiration Date"). The Client shall have the right and option to continue to receive the services of CSS as provided hereunder for additional periods commencing August 31, 2022. In the event that the Client elects to continue to receive services from CSS, this Agreement shall automatically renew for an equal term, unless the Client informs CSS in writing ninety (90) days prior to the Agreement expiration date. Upon execution of renewal, the terms of this agreement will remain in effect for an additional equal term.

3. AGREEMENT TERMINATION OR EXPIRATION. Not less than three (3) months prior to the Expiration Date, the Client shall notify CSS whether or not it desires after the Expiration Date to use the CSS Programs. In addition, CSS will provide to the Client, If the Client so elects, (i) training for Systems maintenance and operations of the Client personnel during the three (3) month period prior to the Expiration Date, and at the Client's option, for thirty (30) day increments after the Expiration Date, up to three (3) months; (ii) such other services in connection with conversion of the CSS Programs from operation by CSS to operation by the Client as the Client shall reasonably request; and (iii) such computer and data processing hardware subject to availability as the Client shall require for the operation of the CSS Programs. CSS shall receive compensation for furnishing the services and hardware referred to in clauses

(i) and (ii) above based upon its then prevailing rates for personnel, machine time, and other supplies and shall be paid for any hardware furnished to the Client pursuant to clause (iii) above based upon the fair market value of any such hardware. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSS will assist in the transfer of the Client's data files, retained by CSS pursuant to this Agreement, to any other data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSS. Further, costs involved with any such transfer of data shall be borne by the Client.

4. FUNDING OUT PROVISION. The continuation of this agreement until August 31, 2022 shall be subject to the approval of the annual cost of this agreement by the Director of the Community Supervision and Corrections Department as an approved item of the Client's Annual Budget Should this agreement fail to be approved as an item in the annual budget, the Client will notify CSS in writing and the operation of this agreement shall fully terminate within sixty (60) days of the date of such notice is received or at an earlier date if so agreed by the parties of this agreement. Provided however, that the Client shall not during the stated term of this Agreement enter into any agreement or arrangement under the terms of which funds subject to the Client's control would be expended to provide the Client services provided under this agreement without paying to CSS all funds due under the terms of this agreement for its full stated term.

5. DUTIES. During the period or periods of CSS's retainer hereunder, CSS shall provide data processing services to the Client. CSS agrees to provide any necessary training to the Client's personnel, when, in the opinion of the parties, it will facilitate and expedite the intent of this Agreement and facilitate the provision of services contemplated hereunder. All support, installation and training associated with this installation are covered under the monthly fee stated in this Agreement.

The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed by **Attachment 1, NonExclusive License Agreement,** which is fully incorporated into this Agreement.

6. SPECIAL SERVICES. CSS will provide the Client with such special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services, provided that the Client and CSS agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

7. DATA FILES. The Client's data files and the data contained therein shall be and remain the Client's property and all existing data and data files shall be returned to it by CSS at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSS for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by CSS or commercially exploited by or on behalf of CSS, its employees or agents. CSS shall establish and maintain reasonable safeguards against the disclosure of information provided to CSS.

8. CONFIDENTIALITY AND PROTECTION OF CLIENT DATA. CSS shall establish and maintain reasonable safeguards against the destruction or loss of the Client's data in the possession of CSS, which safeguards shall at least meet the standards of safety maintained by the Client. CSS agrees not to reveal or disclose any information relating to any case in which services are provided under this Agreement without prior consent from the Client.

9. COMPENSATION AND INVOICING. Commencing September 1, 2021 and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereof, the Client shall pay to CSS monthly in advance at its office in Austin, Texas, as fees for its services a monthly sum of $9,770.00 for each month during the period or periods of this Agreement. CSS agrees to submit a monthly invoice to Client.

10. EARLY TERMINATION.

By CSS: If the Client shall default in the payments to CSS provided for herein above, or shall fail to perform any other material obligation agreed to be performed by Client hereunder CSS shall notify the Client Director in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSS shall have the right with no further written notice to terminate this Agreement. In the event the default requires more than ten (10) days to cure, Client shall have a reasonable period to cure the default.

By Client: If CSS shall default and fail to perform any material obligations agreed to be performed by CSS hereunder, the Client shall notify CSS in writing of the facts constituting such default or failure. CSS shall cause such default or failure to be remedied within thirty (30) days after receipt of such written notice. If CSS does not cause such default or failure to be remedied within thirty (30) days after receipt of such written notice, the Client shall have the right, by further written notice to CSS, to terminate the Agreement. Nothing in this Agreement prevents the Client from extending additional time to CSS to cure the problem, at the sole discretion of the Client.

11. TIME REQUIREMENTS. It is not contemplated by the parties that CSS devote its efforts exclusively to the performance of this Agreement, and CSS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

12. INDEPENDENT CONTRACTOR. CSS shall at all times during the term of this Agreement be considered an independent contractor and not an employee of the Client. CSS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.

13. PAYMENT TO EMPLOYEES OF CLIENT. CSS warrants that no employee or agent of CLIENT has been retained to solicit or secure this contract and that CSS has not paid or agreed to pay any employee of CLIENT any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this contract or as an inducement for entering

into this contract. The unauthorized offering or receipt of such payments may result in immediate termination of this contract by CLIENT.

14. NON-DISCRIMINATION. CSS warrants that it shall not discriminate against any employee or client of the Client on account of race, color, disability, religion, sex, ethnicity, age, or any other legally protected classification.

15. NOTICE. Any notice required to be given hereunder shall be in writing sent by registered mail to the last known business address of the parties. Said notice will be deemed to be received upon three (3) days after it is deposited, postage paid, into a United States mail receptacle or otherwise placed in postal channels.

16. ENVIRONMENT. The Client shall provide a suitable installation environment for the computer equipment utilized in connection with this Agreement, in accordance with the manufacturers requirements, a copy of which is available to the Client upon request in the event the Client does not provide a suitable environment or the Client's employees misuse or in any way abuse said equipment, the Client will be responsible for all costs associated with repair or replacement. In the event CSS provides computer equipment installed at Client's location then Client will provide insurance coverage and be responsible for all costs associated with repair or replacement.

17. CLIENT RESPONSIBILITIES. The Client agrees to fully cooperate with CSS and to make personnel available for the purpose of installation and training. The following is intended to supplement and clarify, but in no way limit or waive, Client responsibilities elsewhere herein identified:

    A. Client agrees to appoint a Site Coordinator and to notify CSS of such appointment in writing within seven (7) days of executing this Agreement. The Site Coordinator shall act on the Clients behalf and make commitments pertaining to the service defined herein.

    B. Client will make reasonable efforts to ensure appropriate individuals from all effected offices and departments will attend training sessions. Moreover, it is the responsibility of the Site Coordinator to announce and otherwise communicate to Client's personnel, scheduled training and installation activities.

18. AUDIT OF RECORDS. CSS agrees to furnish to the Client and/or the Texas Department of Criminal Justice - Community Justice Assistance Division (TDCJ-CJAD) and/or their designees such information as may be requested which relates to the services described in this Agreement. CSS shall permit the Client and/or TDCJ-CJAD and/or their designee to audit/inspect records and reports, review services, and/or evaluate the performance of services at any time. CSS shall provide reasonable access to all records, books, reports and other necessary data and information requested by CLIENT and/or TDCJ-CJAD for the purpose of accomplishing reviews, inspections, and/or audits of program activities, services and expenditures.

19. LIMITATIONS. The parties are aware that there may be constitutional and statutory limitations on the authority of the Client to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Client's

property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the Client except to the extent authorized by the laws and constitution of the State of Texas.

20. MISCELLANEOUS. This Agreement shall be binding upon the successors and assigns of each party. Other than CSS's granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment furnished by CSS to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement, with its Attachment 1, shall embody the entire agreement between the parties, but may be amended from time to time by the written consent of both parties. An official representative, employee or agent of the Client does not have the authority to amend this Agreement except pursuant to specific authority to do so granted by the Client. This Agreement shall be construed under the laws of the State of Texas, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

Executed this _____ day of _____, 20____:

CLIENT	CSS
BY:	BY:
NAME: Rejnald Robinson	NAME: James Redus
TITLE: Director	TITLE: President
DATE: 9-1-21	DATE: 9-1-21

ATTACHMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("License") to:

Ft Bend County Community Supervision and Corrections Department, Texas, collectively "Licensee",

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached **CONTRACT**, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.

Onsite Installation

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN CSS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAMS AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY CSS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN CSS AND LICENSEE RELATING TO THIS LICENSE AGREEMENT.	Signed: _____ Name: _ Title: _ Date: _

TERMS AND CONDITIONS

1.   LICENSE

Licensee acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. ("CSS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number specified in **Professional Services Agreement** hereto. If no User Number is specified in the Professional Services Agreement, then Licensee may permit access and use of the Program(s) to as many Licensee employees as deemed necessary by Licensee. Licensee shall assign a unique User Identification Number to each authorized User, and shall provide to CSS a list of authorized Users and their User Identification Numbers upon request by CSS.

As specified in **Professional Services Agreement** hereto, CSS shall provide the Programs or access to them to Licensee based either on installation of the Programs by CSS at a CSS Internet Location. Licensee shall be solely responsible for providing access to the Internet and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with CSS and do not pass to Licensee in whole or any part except as expressly provided herein. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets of CSS, the unauthorized disclosure of which would cause competitive and actual harm to CSS. For the purposes of this License, the term Programs shall include: any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in **Professional Services Agreement** hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; the Programs may be installed on only one (1) computer or server at any given time, unless otherwise provided in **Professional Services Agreement**. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used or accessed either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise, other than as expressly permitted in this License or in the companion Professional Services Agreement (Services Agreement), and that Licensee shall ensure that only authorized Users may use or access the Programs.

Licensee may not grant sublicenses or other rights in the Programs to others, or assign or transfer this license to any third party. Licensee may not grant, allow or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any CSS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by CSS in the provision of any services to Licensee related to or depending on the Programs.

CSS shall have the right immediately to terminate this License if Licensee violates any of its provisions.

Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and improvements thereof, whether provided to Licensee by CSS or by any third party, (i) are considered by

CSS to be confidential and trade secrets; (ii) are provided to Licensee in strictest confidence; and (iii) are and remain the exclusive property and proprietary information of CSS. Title and full ownership rights, including copyrights or patents, in the Programs and any modifications or improvements provided or developed by CSS or on its behalf are and shall remain the sole property of CSS or, if licensed to CSS, of the relevant licensor as the relevant license may provide; and Licensee acquires no ownership, rights, title or other interest in or to the Programs hereunder other than as expressly provided. Licensee is not granted the right to create derivative works to the Programs; but any and all derivative works of the Programs, if and by whomever created, shall be the sole property of CSS or CSS's licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other proprietary designations or notices, or other proprietary or confidential legends or markings placed upon or contained within the Programs, or from any copies thereof.

2.   TERM
This license shall be in effect from the date of execution of the associated CSS Professional Services Agreement until termination of that Contract, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by CSS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of CSS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of CSS's proprietary information, to return or destroy all copies of the Programs in Licensee's possession or under its control or right of control, as required herein, to indemnify CSS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the Services Agreement as of such termination.

3.   PAYMENTS
All license fees and any first year support fees, mobilization, user, multiple-site or other fees, along with any installation and training fees, whether specified herein or in an associated contract for services by CSS, shall be paid to CSS upon mutual execution of this License Agreement or as specified in **Professional Services Agreement** hereto or in such services agreement. Any other sums due hereunder shall be payable within thirty (30) days of Licensee's receipt of CSS's invoice therefore. Any past due amounts shall bear interest from the date when due until paid at the highest rate allowable by law. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to CSS at its address specified above or at such address as may from time to time be designated by CSS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this   License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on CSS's net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide CSS with a copy of the applicable tax exemption certificate.

4.   SECURITY   AND   CONFIDENTIALITY;   NO   REPRODUCTION;   RIGHT   TO   INJUNCTIVE RELIEF
Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, that are stored, written or recorded on magnetic tape, disk or memory or in any other form or on any other media, are not made available, and access is not provided or permitted, by the Licensee or by any of its employees, officers, principals, agents or representatives to any organizations or individuals not licensed hereunder to make use thereof. Licensee recognizes the proprietary nature of the Programs and agrees as follows:

a.   To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever without prior written consent of CSS, except as may reasonably be required for archival, required record retention, or security storage purposes.

b.   To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.

c.   To effect security measures that are reasonably calculated to safeguard the Programs from theft or unauthorized access.

d.   To maintain and reproduce CSS's copyright notice and any other notices, legends or designations on all materials or copies related to or part of the Programs on which CSS displays such copyright or other notice, legend or designation, including any copies made pursuant to this License Agreement.

e.   Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or allow any other person to do so in any way or manner without the prior written authorization of CSS.

f.   **CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.** Any modifications or enhancements to the Programs, or any other Program-related material provided by CSS to the Licensee, shall be subject to all conditions and restrictions contained in this Agreement. Licensee acknowledges that CSS has gone to considerable time, trouble and expense to develop the Programs and that CSS would suffer great and irreparable harm and damage, including competitive disadvantage, by any unauthorized copying, reproduction, dissemination, or other unauthorized use of the Programs. Licensee further acknowledges that such action may cause significant commercial damages to CSS which may be difficult or impossible to quantify. **Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available to CSS, CSS shall be entitled to equitable relief including but not limited to temporary restraining orders entered without notice to Licensee or a prior opportunity for Licensee to defend, and preliminary (or temporary) and permanent injunctions, to compel strict compliance with the terms of this License. Licensee hereby expressly waives any right it may have to require CSS to post a bond or other security as a prerequisite to obtaining equitable or legal relief, or to request to a court of competent jurisdiction that a bond be imposed for any such relief.**

5.   LIMITATION OF LIABILITY
CSS's liability for damages to Licensee, its employees, officers, elected officials or principals, agents or representatives for any cause, claim or action of any kind or character whatsoever related to this License or arising from or related to the use of the Programs by or on behalf of Licensee or access to the Programs provided or permitted by Licensee or its employees, officers, elected officials or principals, agents or representatives, and regardless of the form of action, whether in contract or in tort, including negligence, shall be strictly limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary, in no event will CSS be liable for any lost profits, lost savings, or other actual, special, incidental or consequential damages to Licensee, or for punitive or exemplary damages, even if CSS has been made aware of the possibility of such damages, or

for any claim against Licensee, its employees, officers, elected officials, agents or representatives by any other party, arising or made in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or for any act or failure to act of CSS, arising out of, related to or in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or CSS's performance or nonperformance under or related to this License Agreement.

6.   TERMINATION

Upon termination of this License for any reason, Licensee shall promptly uninstall, delete or otherwise permanently remove all copies of the Programs from any and all computers and storage devices or media of any kind in Licensee's possession or under its control or right of control on which a copy may reside (hereinafter); and deliver to CSS all copies of the Programs including all materials related thereto that are in Licensee's possession or under its control or right of control, whether or not provided by CSS hereunder, or copied or created by Licensee or its employees, agents or representatives, in whatever form and on whatever medium made, recorded or stored, together with all portions, reproductions, and modifications thereof, pertaining to the Programs; and shall also warrant in writing to CSS that all copies thereof have been deleted from all of Licensee's equipment (or other equipment in Licensee's possession or under its control or right of control) and either destroyed or returned to CSS as required hereunder. Notwithstanding the foregoing obligations, Licensee may retain a copy of any materials that Licensee is required to retain pursuant to applicable law. Within ten (10) days of request by CSS, Licensee shall certify in writing to CSS that, to the best of Licensee's knowledge, the original and all copies, in whole or part, of the Programs, in Licensee's possession or under its control or right of control, including all related materials and copies, have been deleted, destroyed or returned to CSS. In addition, all documentation, listings, notes or other written material pertaining to the Programs shall be returned to CSS or deleted or destroyed and so certified in writing by Licensee.

CSS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that the Licensee (i) fails to pay CSS in full any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to comply fully with any of the Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or comply fully with any other material term or obligation set forth in this License Agreement. CSS's right of termination shall be in addition to any other right or remedy it may have at law or in equity.

This License shall immediately and automatically terminate upon any offer or attempt of Licensee to: assign, sublicense or otherwise transfer it in whole or part, or any rights granted herein, to any third party, or to assign, condition or avoid any obligations imposed herein, without the express written consent of CSS; or upon any such assignment or transfer, condition or avoidance, or right or option thereto, of any kind, actual or constructive, whether by operation of law, lawful order or otherwise, including without limitation appointment of a receiver or a trustee in bankruptcy or an assignment in favor of Licensee's creditors.

CSS reserves the right immediately to terminate this License if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or any part thereof, are asserted against CSS, any relevant CSS licensor, or Licensee or any of Licensee's employees, officers, agents or representatives. Such determination shall be in the sole discretion of CSS. Termination on this basis shall be effective on notice in writing to Licensee by CSS, stating the reason for such termination.

7. NO WARRANTY

CSS PROVIDES THE PROGRAMS TO LICENSEE AS IS. CSS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR FUNCTIONALITY OF THE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE. CSS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED OR PROVIDED IN THE PROGRAMS WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE PROGRAMS OR THEIR OPERATIONS OR OUTPUT PRODUCTS OR FILES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL AGENTS. CSS DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS, ANY AND ALL RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED BY LICENSEE FOR USE WITH OR BY THE PROGRAMS, OR ON WHICH THE PROGRAMS OPERATE.

8. INDEMNIFICATION

(a)   Indemnification by CSS. CSS agrees to indemnify Licensee and to hold it harmless from any damages finally awarded as result of any claim of infringement of a United States patent or copyright asserted against Licensee by reason of Licensee's authorized use of the Programs, consistent with the terms of this License Agreement, as delivered by CSS or access to the Programs as provided by CSS; provided, that CSS is given prompt notice by Licensee in writing of any such claim and the right to defend or settle, at CSS's expense and in its sole discretion, any such claims; and further provided, that Licensee fully cooperates with CSS in connection with the defense or settlement of such claims. CSS shall not be obligated to defend such claims but may do so at its sole election. This indemnification provision shall not apply with regard to any such claim of infringement based on a use of or access to the Program(s) by Licensee that is not strictly consistent with the provisions of this License Agreement.

(b)   **INDEMNIFICATION BY LICENSEE.**   TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS CSS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND ITS THIRD PARTY LICENSORS, IF ANY, WHICH PROVIDE OR LICENSE TO CSS ANY SOFTWARE OR OTHER PRODUCTS OR MATERIALS USED BY CSS IN THE PROVISION OF THE SERVICES CALLED FOR IN THE PROFESSIONAL SERVICES AGREEMENT, OR LICENSED HEREUNDER BY CSS, FOR ANY AND ALL CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, OR FOR UNFAIR COMPETITION, OR FOR MISAPPROPRIATION OR UNAUTHORIZED DISCLOSURE OR USE OF TRADE SECRETS OR OTHER PROPRIETARY OR CONFIDENTIAL INFORMATION, WHERE SUCH CLAIM, IN WHOLE OR PART, ARISES FROM OR IS ASSERTED TO BE A RESULT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, ADMINISTRATORS, MANAGERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, AND WHERE SUCH ALLEGED ACTS OR OMISSIONS ARE NOT IN STRICT COMPLIANCE WITH, OR ARE INCONSISTENT WITH, THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, OR WITH THE TERMS AND CONDITIONS OF ANY CSS OR THIRD PARTY LICENSE OR OTHER AGREEMENT APPLICABLE TO INTELLECTUAL PROPERTY UTILIZED BY LICENSEE IN ITS USE OF

OR ACCESS TO THE PROGRAMS, OR UTILIZED BY CSS IN THE PROVISION OF SERVICES TO LICENSEE RELATED TO OR DEPENDENT ON THE PROGRAMS. FOR THE PURPOSES OF THIS PROVISION, INTELLECTUAL PROPERTY SHALL INCLUDE ANY AND ALL INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION DATA BASES, APPLICATIONS, OPERATING SYSTEMS OR OTHER SOFTWARE OF ANY KIND, AND ANY DOCUMENTATION THEREOF.

9.   REMEDIES

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to CSS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate CSS for such harm, and that injunctive relief directed against Licensee and in favor of CSS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which CSS may be entitled.

LICENSEE'S EXCLUSIVE REMEDY HEREUNDER IS TERMINATION OF THIS LICENSE AGREEMENT.

10.   MISCELLANEOUS

a.   **Assignment.** Licensee's rights to use the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee, or by operation of law or otherwise, without CSS's prior written consent and the execution of a new License Agreement.

b.   **Notices.** Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

c.   **Severability.** In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

d.   **Exclusive Agreement; Modification.** This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs, and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

e.   **Open records requests.** Should Licensee receive a request under the federal Freedom of Information Act ("FOIA") or any local or state open records act or regulation (collectively, "Open Records Acts") for disclosure, access to, or copying of any proprietary information provided by or belonging to CSS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify CSS, including notice in writing and a copy of the said request, so that CSS may determine what steps it may wish to take to protect such information. Time is of the essence in Licensee providing notice to CSS. If the applicable Open Records

Act requires a governmental entity or other party contesting whether requested records are required to be disclosed under the Act to do or take any action within some specified time in order to initiate a determination by a judicial or other authority whether disclosure is required, Licensee is required to take such actions as may be necessary or appropriate timely to initiate such process and avoid waiver of its or of CSS' rights to obtain such a determination, and to avoid by delay in informing CSS or in initiating such process materially prejudicing the practical ability of CSS to initiate such process and satisfy applicable requirements to obtain such a determination.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to CSS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the applicable Open Records Act thereby authorized to use, copy, or disseminate the materials without the express written consent of CSS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION (e) SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY CSS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

f.   **Costs; Attorneys Fees.** In the event any action or claim is brought by CSS to interpret, apply or enforce this License Agreement, CSS shall be entitled to recover its costs of such action, including, without limitation, attorneys fees, expert fees, and court costs. Neither party may be compelled to arbitrate any claim arising under or related to this License Agreement without its written consent.

g.   **Survivability.** The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the parties obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h.   **Governing Law.** This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choice of laws provisions.

i.   **Forum Selection.** Any suit brought by or against CSS arising under, concerning or related to this License Agreement may be brought only in the State of Texas; and jurisdiction and venue for any action arising under, concerning or related to this License Agreement or the related Data Processing Services Agreement shall be and lie exclusively in the state and county courts of Travis County, Texas, or the United States District Courts of the Western District of Texas, Austin Division.

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

k.   **Construction.** Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise. In the event of conflict between words and numbers, the words shall control.

l.   **Cooperation.** Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, this Nonexclusive License Agreement is executed to be effective as of the _____ day of _____, 20__ .

Licensee	Corrections Software Solutions
BY: _(signature)_	BY: _(signature)_
NAME: Reginald Robinson	NAME: James Redus
TITLE: Director	TITLE: President
DATE: 9-1-21	DATE: 8-1-22

Exhibit A

From: James Redus <jredus@correctionssoftware.com>
Sent: Monday, February 28, 2022 10:52 AM
To: Hunter, Kimberly <Kimberly.Hunter@fortbendcountytx.gov>
Cc: Robinson, Reggie <Reggie.Robinson@fortbendcountytx.gov>
Subject: Fort Bend Contract

Kim,

Per your request, the CSS Monthly service amount annually is $117,240.00 which is invoiced monthly in the amount or $9,770.00.

Thanks and let me know of any questions.

James Redus
Corrections Software Solutions, LP
316 North Lamar
Austin, Texas 78703
Phone (512) 347-1366
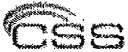Fax (512) 347-1310
Cell (512) 923-4536

CSS

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Exhibit B

CSS
CORRECTIONS SOFTWARE SOLUTIONS

September 1, 2021

Mr. Reggie Robinson
Director, Fort Bend County Community Supervision and Corrections Department
4520 Reading Road, Suite B
Rosenberg, Texas 77471

Mr. Robinson,

This letter from Corrections Software Solutions (CSS) is to address your request for obtaining a sole source designation for CSS, thus allowing the Community Supervision and Corrections Department (CSCD) to utilize the professional services from CSS in providing the leading Case Management Software solution in the State for Fort Bend County CSCD.

For background purposes, CSS has been providing solutions to the CSCD's in Texas for the past 29 years. Our history is deep and very successful in the CSCD market in Texas. Of the 122 CSCD's in Texas, CSS provides full case management services to 116 CSCD, providing a 95% market share for this vertical market. We offer a complete, robust application and service, automating and managing every major Case Management aspect from when the case received to termination. The CSS network consists of about 7,000 users daily utilizing our application to manage their caseloads and provide the required services to their clients and the community.

During the company's growth and application development, we automated some key processes which can only be provided by CSS. These are direct results of the capabilities of our network and the size of our market. These processes include the following:

- Intrastate Transfers – With our network of clients, we have automated a process which allows a probation case from an originating county to be electronically transferred within the State to other CSS customers. This transfer eliminates cumbersome paperwork, manual entry of the case, manual acceptance by the receiving CSCD and the mailing/scanning of legal documents. This is a seamless transfer method utilized by all 116 CSS customers in Texas and saves hundreds of hours of labor and data entry time across the State. This feature is only available for CSS customers.

- Get Financials – Upon supervising a case transferred to Fort Bend County from another CSS customer, the Get Financials feature will allow the supervising officer to review the financial status of the case from the originating county, determining if the client is paying their required financial obligations while their case is being supervised in Fort Bend County. This eliminates the need to contact the originating county. This feature benefits the CSCD in supervision, and when utilized by the rest of the State is a benefit to Fort Bend County cases supervised in other CSCD's. This feature is only available for CSS customers.

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- Get Officer Contact – As the Get Financials feature provides financial information, Get Officer Contact will display the officer and contact information from the originating county providing the officer In Fort Bend County quick access to the proper officer in the originating county. This again, is a two-way connection providing benefits to other CSCD's supervising Fort Bend County cases. Again, this feature is only available for CSS customers.

- CSTS – The Community Supervision Tracking System (CSTS) requires each CSCD to submit data from the caseloads to TDCI-CJAD. CSS has automated this process and provides automatic submittal and transfer. The method CSS has developed which provides for validation and balancing of caseloads locally against what Is housed in CSTS is a unique process to CSS. This process with the establishment of the large customer base, allows all departments with CSS to obtain almost 100% acceptance ratios. This is the result of each CSCD utilizing the same method and process in generating their CSTS transactions.

- TRAS – The Texas Risk Assessment System is an assessment tool which is required by the State. The results of the TRAS must be submitted to the State for compliance purposes. CSS provides the full integrated TRAS application as part of our system with automatic submittal upon completion. If the TRAS was completed by another agency, CSS retrieves the TRAS from the State and posts the file on the local system. Non-CSS customers must enter and review the TRAS by connecting to the State TRAS system.

These sole source features are provided as an integrated part of our base application and are provided to all CSS customers. These features are not available to CSCD's that utilize other software solutions. These features will continue to allow for more efficient operations and substantial time and money savings for each department in the State.

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.

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

Corrections Software Solutions

Austin, TX United States

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.

10494

Data processing Consulting Services

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.   [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
                        (street)   (city)   (state)   (zip code)   (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
                                                                                                                           (month)   (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)