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Form A
APPLICATION / LICENSE AGREEMENT
Agency/Department

A License Agreement is required for all Agencies/Academies using the TCLEDDS system. The term is for one year. This license covers the databases as follows:

1. **Statewide Information** - One user ID per agency
(This allows access to all officer information within their department and the ability to search for all officer's information in the state of Texas.)
2. **Department Information**
(This Access shows all of the officer information for that department. You can also submit L1's, F5's, and rosters, when applicable.)

CONTACT PERSON:

Lt. Randy Joy RANDALL S. Joy

AGENCY NAME:

WISE CO. SHERIFFS DEPT.

PHONE NUMBER:

940-627-5971

FAX NUMBER:

940-627-3797

ADDRESS:

200 ROK RAMSEY DR. DECATUR, TX 76234

EMAIL ADDRESS:

IF DIFFERENT FROM ABOVE:

NAME OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES:

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

INTERNET ADDRESS:

SOCIAL SECURITY NUMBER:

800-607-7188

ACKNOWLEDGEMENT

I understand and agree that TCLEDDS is a protected, copyrighted, trademarked software product developed by Productivity Center, Inc. (PC, Inc.). The TCLEDDS system is to be used by only individuals in agencies approved by The Commission on Law Enforcement to track the training, testing, certifications, and history of individuals and/or departments involved with Law Enforcement. I also understand and agree that this TCLEDDS License and the 'right to use' is provided to me only through this License Agreement as a result of a annual license purchase. I will not use this system for purposes other than intended by the Texas Commission on Law Enforcement. I agree that all the information provided here is true and accurate.

SIGNATURE OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES:

Randy Joy / Brian McEwen

Date: 9-22-99

County Judge 11/10/10

All information obtained from this page will be used to effectively identify your agency and verify your request to obtain access to the TCLEDDS program. All applications are subject to review and approval by The Texas Commission on Law Enforcement. You will be notified once PCI receives all paperwork, filled out correctly.

Productivity Center, Inc. • 5600 Northwest Central Dr., Suite 200 • Houston, TX 77092
(Voice) 800-607-7188 • (Fax) 713-939-9099 • (Email) TCLEDDS@prodctr.com • www.prodctr.com

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Form B Confidentiality & Non-Disclosure Agreement

(ALL TCLEDDS ADMINISTRATORS MUST FILL OUT THIS AGREEMENT)

Name: RANDALL S. JOY SS NO: ~~0000~~ -7500
 Dept: WISE COUNTY S.O. Position: Lt, Support SVCS
 Agency/Academy/School Name: Wise County Sheriff's Department

For and in Consideration of the mutual benefits to be derived from operation of the TCLEDDS System, I hereby agree to the following:

- Proprietary Interest/Copyright Protection.** I understand that the TCLEDDS System has been devised by Productivity Center, Inc. (PCI). The ownership and proprietary interest in same is governed by the agreement between those entities regarding its development. I acknowledge that neither me nor my employer have a proprietary interest in TCLEDDS and that it has been developed as a proprietary program, application, or trade secret, and that the trademark, patent, and/or copyright of same belongs to the owner thereof. I agree to hold and use TCLEDDS and the information obtained thereby in strictest confidence and will not divulge, nor permit myself or others under my supervision to divulge any data, design, or information with respect to TCLEDDS or the programs and technology embodied therein or other information relating thereto to any individuals or consultants not approved by The Commission to access this system. Any trademarked, patented, or copyrighted materials including but not limited to, commercial computer software that may be made available during the course of using TCLEDDS is protected by copyright laws and is NOT to be copied or reproduced in any manner or form without prior written permission from the trademark, patent, or copyright owner.
- Non-Disclosure.** Any information I receive concerning any TCLEDDS data, person, system, or asset of The Commission or the TCLEDDS System is of value to the State of Texas, and is considered confidential or sensitive. I will not disclose any data or information to any other individual or entity unless such release of information is directly related to the performance of my law enforcement duties/responsibilities. I agree that both during and after my use of the TCLEDDS System, I will keep confidential all information and material provided to me by The Commission (excepting only such information as is already known to the public) and not to release, use, or disclose any such information without the prior written permission of The Commission. I will not show or give Database Code, Design and/or Data to any person/consultant or company not on the approved TCLEDDS User list for the State of Texas.
- Non-Compete.** I agree not to copy, use, remove, transfer and/or disclose to any software consultant and/or software company any part of the TCLEDDS application.
- Security.** With respect to the TCLEDDS System and all related information and materials, I agree not to provide or otherwise make available any licensed program or optional material, including but not limited to database data and/or images, flow charts, logic diagrams and source code, in any form, to any unauthorized person without prior written permission of Productivity Center, Inc. I will abide by all written conditions and restrictions imposed by the TCLEDDS Network Manager, and I will NOT attempt to circumvent the computer security system by using or attempting to use any transaction, software, files or resources I am not authorized to use.
- Passwords.** Computer system password(s) I receive or devise are confidential. I will not disclose to any unauthorized person or entity any password(s) or post them where they may be viewed by unauthorized persons. Use of a password(s) not listed specifically to me is expressly prohibited. I am responsible for any computer transactions performed as a result of access that is authorized by use of my password and approved user ID.
- Other Applications.** I agree that all of the foregoing TCLEDDS applications shall be subject of the confidentiality, non-use, and non-disclosure requirements hereof. I acknowledge that performance of this contract may result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, and ideas, and I agree that the same shall be solely and exclusively to Productivity Center, Inc. without regard to the origin thereof, and that I will not, other than in the performance of this contract, make use of or disclose the same to anyone.

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- 7. **Return of Property.** Upon termination of my access to the TCLEODS System for any reason, Productivity Center, Inc. shall have the right immediately to obtain access to and possession of all its properties, including but not limited to, current copies of all programs and necessary documentation, all files, intermediate materials, and supplies held by me.
- 8. **Breach.** I understand that any breach of the computer non-disclosure and security restrictions contained herein may result in immediate termination of access to the TCLEODS System. Further, because any such breach will cause irreparable harm to The Commission and will cause damages that are incapable of calculation, difficult to ascertain with any certainty, and unknown at this time, I agree that any such breach or threatened breach will subject me to the following (in addition to any and all other legal remedies to which The Commission may be entitled):
 - a) **Injunction.** The obtaining by The Commission of an injunction restraining me from breaching this agreement, which I agree may be obtained without showing or proving any actual damage sustained by The Commission; and/or
 - b) **Liquidated Damages.** The assessment of damages in the amount of One Thousand and No/100 Dollars (\$1000.00) per calendar day, not as a penalty, but as liquidated damages, in lieu of all other damages, including consequential, punitive or treble damages, which shall continue for each day that I cause or allow any such breach; and/or
 - c) **Criminal Prosecution for violation of law** under "Breach of Computer Security" or "Harmful Access" as defined in V.T.C.A. Texas Penal Code, Chapter 33, Sections 33.02 and 33.02.
- 9. **Monitoring.** I understand that all access, logons, and entries on the TCLEODS System are subject to review by the Texas Commission on Law Enforcement and Productivity Center, Inc. and that Productivity Center, Inc. will periodically and randomly monitor any such entries, including E-mail, to assure compliance with the provisions hereof. I understand that if my site uses a server to distribute TCLEODS to its users, my site will be expected to provide and/or make available complete reports of log-in and log-on names of all TCLEODS users at my site or for my units.
- 10. **Miscellaneous.**
 - a) **Severability.** Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
 - b) **Law of Texas.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the County of Travis.
 - c) **Amendment.** No changes to this AGREEMENT shall be made except upon written agreement of both parties.
 - d) **Headings.** The heading used therein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
 - e) **Waiver.** No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of an other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
 - f) **Counterparts.** This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

I have read and understood the above information. I will comply with all policies, standards, and procedures adopted to safeguard information and associated resources. Further, if I become aware of violations of any of these policies, standards, or procedures, I will report them to my supervisor and the Texas Commission on Law Enforcement Network Manager.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date first above written.

Signature of TCLEODS Administrator: [Signature] H. W. CO

Date: 9-22-99

[Signature]
County Judge 11/16/10