

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. These

are the two access levels available with your license agreement:

- 1. Statewide Access** - One user ID per agency
(This allows access to all officer information in the State of Texas and your own department officers.) Access to F5-R request as well as the ability to submit all forms
- 2. Department Access** - See form C for number of users
(This Access shows all of the officer information for your agency. You may also submit C1's, L1's, T1's, F5's, F7's, training rosters and PID search capability)

CONTACT PERSON: CHUCK BEARD
AGENCY NAME: WISE CO. FIRE MARSHAL
PHONE NUMBER: 940-627-5870
FAX NUMBER: 940-627-3017
ADDRESS: 206 S. STATE STREET, SUITE B
CITY, STATE, ZIP DECATUR, TX 76234
EMAIL ADDRESS: Chuck.beard@co.wise.tx.us

IF DIFFERENT FROM ABOVE:

NAME OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES: _____
PHONE NUMBER: _____
FAX NUMBER: _____
E-MAIL ADDRESS: _____
INTERNET ADDRESS: _____
LAST 4 DIGITS OF SOCIAL SECURITY: _____

ACKNOWLEDGMENT

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 herein is true and accurate-

SIGNATURE OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES:

Chuck Beard
 Date: 5-16-2013
 Confirmed by:
Frank McWhorter
 County Judge
 Wise County, Texas

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 PC, Inc receives all paperwork, filled out correctly.



Form B
**Confidentiality &
 Non-Disclosure Agreement**

(ALL TCLEDDS ADMINISTRATORS MUST FILL OUT THIS AGREEMENT)

Name: Chuck Beard Last 4 of SS NO: 4617
 Dept.: Wise Co. Fire Marshal Position: Fire Marshal
 Agency/Academy/School Name: Wise Co. Fire Marshal

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

1. **Proprietary Interest/Copyright Protection.** I understand that the TCLEDDS System has been devised by Productivity Center, Inc. ("PC"). 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 of form without prior written permission from the trademark, patent, or copyright owner.
2. **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.
3. **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.
4. **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.
5. **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 issued 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.
6. **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.

7. **Return of Property.** Upon termination of my access to the TCLEDDS 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 TCLEDDS 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) **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 33.03.

1. **Monitoring.** I understand that all access, logons, and entries on the TCLEDDS 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 TCLEDDS 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 TCLEDDS users at my site or for my units.

2. **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 effect 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 TCLEDDS Administrator: *[Signature]* / *[Signature]* Date: 5-16-2013

Wise County Auditor
Wise County, Texas

**Form C
USER VERIFICATION**



Agency Name:
WISE CO. FIRE MARSHALL
Authorized Administrator,

You will receive **1 (one) Statewide user ID** and **0** Department user ID. Additional user ID packs are available (for fees noted on Invoice/Purchase page). Each user must have a signature on file in order to receive a user ID to access the TCLEDDS system

Statewide User ID

The Statewide user ID allows access to all officer information within your department and the ability to search for all officers in the state of Texas. The Statewide ID is the only ID that has access to the F5-R's, as well as all forms listed under Department users. By signing, he/she is stating that he/she has read and agree to the terms and conditions stated in the **Non-Disclosure Agreement (Form B)**.

Statewide Authorization Name	Signature	Last 4 of SSN	D.O.B.
1. <i>Chuck Beard</i>	<i>[Signature]</i>	<i>4617</i>	<i>5-25-65</i>

Department User ID

This Access shows all of the officer information for that department, the ability to send C1's, L1's, T1's, F5's, F7's, training rosters and PID search capability. By signing, each officer is stating that they have read and agree to the terms and conditions stated in the **Non-Disclosure Agreement (Form B)**.

Name (Print)	Signature	Last 4 of SSN	D.O.B.
1. <i>Chuck Beard</i>	<i>[Signature]</i>	<i>4617</i>	<i>5-25-65</i>
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