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NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: Wise County Justice of the Peace, Precinct 1
DBA:
Address: 205 N. State Street
City, State, Zip: Decatur, Tx 76234
Contact Name: Deanann Steinman **Phone:** 940-627-2694
REQUIRED Please describe your purpose of use: Searching for valid address, phone number and driver license for delinquent citations.

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☑	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.

☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— **(A)** to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and **(B)** if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☑	Use by a government agency, but only in carrying out its functions.
☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

☑ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Wise County Justice of The Peace, Precinct 1

SOCIAL SECURITY NUMBERS

☑ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☑	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

Driver Licenses help in locating and Collecting monies owed to the County.

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☑	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☑	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.

b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.

c. **DMF**: The federal Death Master File.

d. **NTIS:** National Technical Information Service, U.S. Department of Commerce

e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.

f. **Limited Access DMF**: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☑ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☑ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- ☑ Fraud Prevention and identity verification purposes
- ☑ For uses permitted or required by law
- ☑ For uses permitted or required by governmental rules
- ☑ For uses permitted or required by regulation
- ☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status**. Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
3. **Security and Audit**. Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature

Print Name JD Clark

Title County Judge

Dated 2-29-16 (mm/dd/yy)

Non-FCRA Addendum to the LexisNexis Master Terms and Conditions (form LNMTC)

This Non-FCRA Addendum (the "**Non-FCRA Addendum**") is entered into as of _____ (the "**Effective Date**"), by and between **LexisNexis Risk Solutions FL Inc. and its Affiliates** (hereinafter, "**LNRSFL**"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and Wise County Justice of the Peace, Pct. 1 (hereinafter, "**Customer**"), with its principal place of business located at 205 N. State Street, Decatur, TX 76234 _____, each individually referred to as the "**Party**" and collectively as the "**Parties**."

WHEREAS, Customer has executed the LexisNexis Master Terms and Conditions (form LNMTC) (the "**Master Terms**") for the LN Services (as defined in the Master Terms); and

WHEREAS, the Parties wish to add certain terms and conditions to the Master Terms to govern the provision of Non-FCRA LN Services (as defined below).

NOW, THEREFORE, LNRSFL and Customer agree to be mutually bound by the additional terms and conditions of this Non-FCRA Addendum, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **Non-FCRA Use Restrictions**. The LN Services provided pursuant to this Non-FCRA Addendum and described in a Schedule A (as defined in the Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports," as that term is defined in the FCRA (the "**Non-FCRA LN Services**"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Non-FCRA Addendum, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section 1, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

2. **General.** Customer and LNRSFL agree that: (i) capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Master Terms; (ii) this Non-FCRA Addendum modifies and amends only those specific terms of the Master Terms expressly referenced herein; and (iii) all terms of the Master Terms are hereby restated as if written herein, shall remain in full force and effect, and shall constitute the legal valid, binding and enforceable obligations of the parties; and (iv) the LexisNexis Risk Solutions Application, the Master Terms, the Non-FCRA Addendum and the applicable Schedules A are collectively referred to as the "**Agreement**" for purposes of governing the provision and use of the Non-FCRA LN Services.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Non-FCRA Addendum on behalf of the Customer listed above.

CUSTOMER:

Signature _____

Print Name JD Clark

Title County Judge

Dated 2-29-16 (mm/dd/yy)

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations

Full legal name of agency: Wise County Justice of The Peace, Precinct 1	Main phone number for address*: 940-627-2694 *If this is a cell, additional documents may be required
If this application is for an additional account, Parent account number:	Fax number: 940-627-5417
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip): 205 N. State Street, Decatur, TX 76234	Previous address if at the current address less than 6 mos: N/A
Website address: www.co.wise.tx.us/JP1/	External Agency IP Address (https://www.whatismyIP.com): 65.40.98.246
External Agency IP Range – From:	External Agency IP Range – To:

Agency information:

☐ Federal Government	☐ Federal Law Enforcement	☑ Local/Municipal Government
☐ State Government	☐ State Law Enforcement	☐ Local/Municipal Law Enforcement
☐ Other (please explain):		

Section II – Administrator and Main Contact Information
(for additional administrators, please provide additional sheets)

Product Administrator or Main Contact (first & last name): Deanann Steinman	Title: Chief Clerk + Office Manager
E-Mail Address: deanann.steinman@co.wise.tx.us	Admin IP Address: 65.40.98.246
Required for local and municipal agencies:	
Administrator Home Address (street, city, state, zip): 141 PR 1452, Chico, TX 76431	Administrator Date of Birth: July 27, 1965

Section III – Billing Information

Billing Contact (first & last name): check here if same as Administrator ☐ Ann McCuistor	Title: Wise County Auditor
Billing Address (street, city, state, zip): P.O. Box 899, Decatur, TX 76234	Telephone: 940-627-5744
E-Mail Address: auditor@co.wise.tx.us	Sales Tax Exempt: ☐ No ☐ Yes – please provide proof of exemption
Do you require a PO number on invoice: ☑ No ☐ Yes If Yes, provide PO Number:	

Section IV – Business-to-Business Vendor Reference

Required for local and municipal agencies:

Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:	Contact Phone:
Deanann Steinman	940-627-2694
Contact Email Address:	
deanann.steinman@co.wise.tx.us	

Section VI – Terms and Conditions

Terms and conditions governing the use of the LN Services are available online at http://www.lexisnexis.com/risk/masterterms/government and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature:	Date Signed:
Applicant Name:	Title:

February 3, 2016

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Government
(Transactional)

Agency (Customer) Name: **Wise County Justice of the Peace Precinct 1**
Billgroup #:
LN Account Manager: **Nate Knopp**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning March 1, 2016 (the "Initial Term"). The Initial Term shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT FOR GOVERNMENT FEES
2.1 Customer shall pay the prices detailed in the attached price schedule.
2.2 Minimum Payment: Customer shall pay to LN each month the greater of: (i) actual transactional charges or; (ii) the monthly minimum commitment of $50.00 ("Monthly Minimum Commitment").

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **February 17, 2016**.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: Wise County Justice of the Peace Precinct 1

Signed: _____

Name: JD Clark

Title: County Judge

Date: 2-29-16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-18875

Date Filed:
02/26/2016

Date Acknowledged:

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

LexisNexis, Risk Solutions FL Inc.
Alpharetta , GA United States

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

Wise 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 goods or services to be provided under the contract.

11111
Investigative Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RELX U.S. Holdings Inc.	Newton, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mary Lou Sr. Proposal Writer, this the 26 day of February, 20 16, to certify which, witness my hand and seal of office.

MICAH S ASCH, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2020

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
		Proposal Manager

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Amendment No. 3 to Electronic Transaction Processing Agreement Between Official Payments Corporation And Wise County, TX

This Amendment No. 3 ("Amendment") is agreed to by and between Wise County, TX ("Agency") and Official Payments Corporation ("OPC"), and is made a part of the Electronic Transaction Processing Agreement between the parties dated as of January 9, 2012 ("Agreement"). This Amendment is effective as of May 1, 2015 ("Amendment Effective Date"). For avoidance of doubt, the parties agree that this current Amendment 3 replaces the document entitled "Amendment 3" previously executed by the parties and the previous Amendment 3 is null and void. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meaning as those used in the Agreement and incorporated by reference; the term "Client" as used herein shall refer to the other party to the Agreement, regardless of whether the Agreement referred to that entity as "Agency", "Customer," or "University" or any other term. "Customer" as used herein shall refer to the person or entity making the payment (hereinafter "Payment"), regardless of whether the Agreement referred to that person or entity as "Patron" or any other term. In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Agreement and/or any addenda thereto, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

The parties hereby agree that the Agreement is amended as follows:

1. Wherever the word "convenience fee" or "Convenience Fee" appears in the Agreement, the same shall be replaced with the word "service fee" or "Service Fee", as applicable.

2. As of the Amendment Effective Date, the following new Definitions are incorporated into the Agreement

   "Delivered" or "Delivery" means the date upon which Services are ready for testing by Customer.

   "Production Use" means any use of the Services resulting in actual data being processed in a live production environment.

3. To the extent a fee schedule (regardless of whether that term refers to a "Pricing" schedule or any other similar term for schedule or exhibit or section within the Agreement listing OPC's fees [hereinafter "Service Schedule or Fee Schedule"] replaces such Schedule with the attached amended Schedule setting forth the Service Fees effective as of the Amendment Effective Date.

4. OPC's notice addresses in Section 14.6 are deleted and replaced with the following:
   Notices to OPC shall be sent to:

   Chief Executive Officer
   Official Payments Corporation
   705 Westech Drive
   Norcross, GA 30092

   With a copy to:

   General Counsel, same address

Any change to this Amendment by or at the direction of Client, following Official Payment's signature hereof and prior to receipt by Official Payments of a fully-executed identical copy hereof, which is not expressly ratified by Official Payments in writing within three (3) calendar days of the date of Official Payment's signature shown below, shall render this Amendment null and void ab initio and Official Payments shall be relieved automatically of all obligations hereunder.

In all other respects, the Agreement remains unchanged.

AGREED AND ACCEPTED	AGREED AND ACCEPTED
Official Payments Corporation	**Wise County**
By:	By:
Name: **Eric Lablak**	Name: JD Clark
Title: **SVP Sales**	Title: County Judge
Date: 1/18/16	Date: 2-29-16

APPROVED AS TO FORM KOT

SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services. During the Term, Customer shall use OPC's Bill Payment Services for all transactions in the channel contracted for.

☐ **Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.

☒ **Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA®, MasterCard®, American Express® and Discover®.

☒ **Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.

☐ **MoneyGram®:** Cash payments are accepted at remote walk-up locations through Official Payments' partnership with MoneyGram, a leading global remittance company and expedited cash payment provider. With a presence inside major retail locations in the United States as well as thousands of its own payments centers, MoneyGram is a convenient payment channel.

☒ **Point-of-Sale (POS):** Official Payments offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of Official Payments in processing the payment. Client personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

☒ **IVR (Interactive Voice Response):** Official Payments offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

FEE SCHEDULE

1. **Additional Payment Terms.** Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law.

2. **Implementation Fees.** Implementation Fees are due and payable within thirty (30) days of the Effective Date of this Agreement. When waived with fee reference, Implementation Fees will be due and payable if Client has not begun Production Use of the Official Payments Services within one hundred eighty (180) days of the Effective Date of this Agreement. When waived without fee reference, Official Payments will not bill for Implementations Fees.

3. **Minimum Fees.** Minimums apply to all recurring revenue from payments, including processing fees and additional items.

3.1 Monthly Minimums. Monthly minimums will begin upon Production Use of Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner.

3.2 Annual Minimums. Annual minimums will begin upon Production Use of the Official Payments Services or sixty (60) days after Delivery of the Official Payments Services or one hundred eighty (180) days after Agreement Effective Date, whichever is sooner. Annual minimums will be prorated the first year as specified on the Fee Schedule and payable January 31st of each calendar year.

A. Implementation Fees

Waived

B. Minimum Fees

$13,000/Annually

C. Electronic Check ("eCheck") Fees

N/A

Service Fees to be charged to Customer by Official Payments:

$ N/A less than or equal to $N/A
$ N/A greater than $ N/A , per Payment Transaction for the following payment types:

N/A

Fees to be charged to Client by Official Payments:

Absorbed Fees:

$ N/A less than or equal to $N/A
$ N/A greater than $ N/A, per Payment Transaction for the following payment types:

N/A

Return Fee:

N/A

D. Credit/Debit Card Fee Schedule

Service Fees to be charged to Customer:

$5.95 per Payment Transaction, when credit or debit cards are used for the following Payment Types:

JP Pct #1 Citations; JP Pct #2 Citations; JP Pct #3 Citations; JP Pct #4 Citations; Adult Probation Payments; County Attorney Payments; County Clerk Misdemeanor Payments; District Attorney Payments; District Clerk Payments

Absorbed Fees to be charged to Client by Official Payments:

N/A

E. MoneyGram

N/A

F. Point-of-Sale (POS)

Service Fees: Same as Credit/Debit Card Fee Schedule above.
Absorbed Fees: N/A

G. IVR (Interactive Voice Response)

$5.95 per Payment Transaction, when credit or debit cards are used for the following Payment Types:

JP Pct #1 Citations; JP Pct #2 Citations; JP Pct #3 Citations; JP Pct #4 Citations; County Attorney Payments; County Clerk Misdemeanor Payments; District Attorney Payments; District Clerk Payments

An IVR service charge of $ 0.00 to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed fee. Customer will be advised of the additional IVR service charge before the transaction is finalized.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-6007

Date Filed:
01/26/2016

Date Acknowledged:

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

Official Payments Corporation, incorporated in Delaware
Elkhorn, NE United States

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

Wise County, TX

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 goods or services to be provided under the contract.

Amendment 3
Amendment 3 to the Electronic Transaction Processing Agreement between the parties dated as of January 9, 2012. Official Payments to provide electronic payment processing on behalf of Wise County.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ACI Worldwide, Corp	Elkhorn, NE United States	X	
Byrnes, Dennis	Elkhorn, NE United States	X	
Behrens, Scott	Elkhorn, NE United States	X	
Treece, Kara	Elkhorn, NE United States		X

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

CHERYL BITZER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/27/2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said SVP, Sales, this the 1st day of February, 20 16, to certify which, witness my hand and seal of office.

C. Bitzer — Cheryl Bitzer

Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

APPROVED KOT TO FORM

129

Equipment Rental and Service Agreement

NOVACOPY

Order # 50000		Agreement Number:	
Customer's Full Legal Name ("You" and "Your"):		County Of Wise	
Trade / DBA Name (if different from above):		Wise County Justice of the Peace, Precint 4	
Primary Street Address:		1007 13th Street, Suite 109	Suite:
City: Bridgeport	State: TX	Zip Code: 76426	
Phone Number: (940) 623-4244	County: Wise	Fed Tax ID:	

Equipment Information:

Quantity		Model	Description
1	Konica Minolta	364e	LCT/Inner Finisher/Fax

See Schedule A-Financial Details and Overage Rates

Initial Term	Equipment Lease Payment*:	$ 99.00
	Service Payment*:	$ 19.00
Months	Total Payment (Equipment Lease Payment + Service Payment)*:	$ 118.00

Copy Type	Copies Included Per Month	Payment period is monthly unless otherwise noted here:
Black and White Copies	7,000	Documentation/Processing Fee. N/A
Color Copies		

X Digital Support Service Included

☐ Digital Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of $149.

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. Any conflicts between this document and the Wise County bid contract are superseded by the Wise County bid contract Bid No. 16-600-015 and is hereby incorporated by reference.

1. **EQUIPMENT RENTAL.** You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it

2. **EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION.** We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Total Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside our normal business hours. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: You selected the Equipment based on Your own judgment.

3. **PAYMENTS.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Total Payment, (ii) the applicable Overage Charges for each metered copy in excess of the applicable number of copies included in the Total Payment. , and (iii) You will agree to provide tax exempt documentation to NovaCopy. You agree to pay the Total Payment amount even if You do not make the applicable number of copies in a given month. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to process automatic meter read reports generated by the Equipment, or (c) allow Us access to the Equipment to obtain meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine.

4. **TERM; AUTOMATIC RENEWAL.** The term of the agreement is a maximum of Five years renewable at the end of each individual year.

5. **OWNERSHIP; USE AND MAINTENANCE.** You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it.

6. **LOSS; DAMAGE; INSURANCE.** You shall, while the equipment is on your property, (i) bear the risk of loss and damage to the Equipment, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us.

7. **TAXES AND OTHER FEES.** You agree to provide tax exempt certification to NovaCopy.

8. **DEFAULT; REMEDIES.** You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, only with prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine.

9. **RETURN OF EQUIPMENT.** Upon expiration of the Term, provided You have performed all of Your obligations hereunder, We will promptly remove the Equipment from Your premises at Our cost and expense. The Equipment must be made available to Us in Good Condition (defined in Section 5). You are solely responsible for removing all data from any digital storage device, hard drive. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

10. **APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Texas and any dispute concerning this Agreement shall be adjudicated in the District Court located in Wise County, Texas. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

11. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and wel be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (Identified above)			NovaCopy, Inc. ("We," "Us," "Our" and "Owner")	
X	Date: 2-29-16		By: X Carolyn Stafford	Date:
Print name: JD Clark	Title: County Judge		Print name:	Title:

NOVACOPY

Schedule A- Financial Details

Order #	65330
Company Name	County of Wise
Sales Consultant	Jared Wauson
Sales Consultant Phone	(972) 536-1467
Sales Consultant Email	jared.wauson@novacopy.com
Date	2/10/2016

Schedule A Equipment and Service

Lease Option	Total Lease Payment	Black Service Total *	Color Service Total *	Total Monthly Payment
	$ 99.00	$ 19.00	$ -	$ 118.00
				Digital Support Services # 1

*** Service Details Per Machine**

Base Model	Black Volume	Black Cost Per Page	Black Per Machine	Color Volume	Color Cost Per Page	Color Per Machine
bizhub 364E	7,000	$ 0.0027	$ 19.00	0	$ -	$ -

Service pricing includes all plus, toner, parts, and labor. Excludes paper and staples. Additional overage copies will be the same cost per page shown above.

Configuration Details

Vendor Item #	Item #	Quantity	Model	Description	Comments
A61F011	B364E	1	bizhub 364E	Konica Minolta bizhub B364 Digital Copier/Printer/Scanner	
A4MF012	FK-511	1	bizhub 364E	Fax Kit (for dual line use 2)	
A2XM019	PC-410	1	bizhub 364E	Large Capacity Cabinet ** Purple Dot Only **	
7640014721	PP-15	1	bizhub 364E	120 volt 15 amp Power Conditioning, AC, Ethernet and Phone	
A3CFWY1	DF-624	1	ACCESSORY	Reversing Automatic Document Feeder	
A2YUWY2	FS-533	1	ACCESSORY	Inner Finisher	

X

Customer Signature

JD Clark

Printed Name

Plus sales and property tax, if applicable

County Judge

Title

2-24-16

Date

NOVACOPY

SCHEDULE B

Customer Legal Name: COUNTY OF WISE (Public Works)

Bizhub 364e: 36 copies per minute / 7,000 impressions included	**$76.00**
Large Capacity Cabinet	**$11.00**
Inner Finisher	**$15.00**
Fax Kit	**$16.00**
Surge Protector	**$0.00**
Total	**$118.00**

Overage rate (per copy exceeding 7,000 included)	**0.00276**

Accepted for Customer by:

JD Clark 2-29-16 County Judge

Signature Name Date Title

Accepted for NovaCopy, Inc. by:

Carolyn Stafford

Signature Name Date Title

#7417269V1 (1-15-15)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-11996

Date Filed:
02/10/2016

Date Acknowledged:

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

NovaCopy
Irving, 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.

Wise 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 goods or services to be provided under the contract.

65330
Bizhub 364e

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 AFFIDAVIT

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

SHANNIE KAY WOLCOTT
Notary Public, State of Texas
My Commission Expires
April 02, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary Greer, this the 11th day of February 20 16, to certify which, witness my hand and seal of office.

Shannie Kay Wolcott — Signature of officer administering oath
Shannie Kay Wolcott — Printed name of officer administering oath
Major Acct Specialist — Title of officer administering oath

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Equipment Rental and Service Agreement

NOVACOPY

Order # 50000		Agreement Number:	
Customer's Full Legal Name ("You" and "Your"):		County Of Wise	
Trade / DBA Name (if different from above):		Wise County Public Works	
Primary Street Address:		1415 S FM 51	Suite:
City: Decatur	State: TX	Zip Code: 76234	
Phone Number: (940) 627-3312	County: Wise	Fed Tax ID:	

Equipment Information:

Quantity		Model	Description
1	Konica Minolta	364e	LCT/Inner Finisher/Fax

See Schedule A-Financial Details and Overage Rates

Initial Term	Equipment Lease Payment*:	$ 99.00
	Service Payment*:	$ 19.00
Months	Total Payment (Equipment Lease Payment + Service Payment)*:	$ 118.00

Copy Type	Copies Included Per Month	Payment period is monthly unless otherwise noted here:
Black and White Copies	7,000	Documentation/Processing Fee: N/A
Color Copies		

X Digital Support Service Included

☐ Digital Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of $149.

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. Any conflicts between this document and the Wise County bid contract are superseded by the Wise County bid contract Bid No. 16-600-015 and is hereby incorporated by reference.

1. **EQUIPMENT RENTAL.** You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it.

2. **EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION.** We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Total Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside our normal business hours. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: You selected the Equipment based on Your own judgment.

3. **PAYMENTS.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Total Payment, (ii) the applicable Overage Charges for each metered copy in excess of the applicable number of copies included in the Total Payment. , and (iii) You will agree to provide tax exempt documentation to NovaCopy. You agree to pay the Total Payment amount even if You do not make the applicable number of copies in a given month. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to process automatic meter read reports generated by the Equipment, or (c) allow Us access to the Equipment to obtain meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine.

4. **TERM; AUTOMATIC RENEWAL.** The term of this agreement is a maximum of Five years renewable at the end of each individual year.

5. **OWNERSHIP; USE AND MAINTENANCE.** You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it.

6. **LOSS; DAMAGE; INSURANCE.** You shall, while the equipment is on your property, (i) bear the risk of loss and damage to the Equipment, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us.

7. **TAXES AND OTHER FEES.** You agree to provide tax exempt certification to NovaCopy.

8. **DEFAULT; REMEDIES.** You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, only with prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine.

9. **RETURN OF EQUIPMENT.** Upon expiration of the Term, provided You have performed all of Your obligations hereunder, We will promptly remove the Equipment from Your premises at Our cost and expense. The Equipment must be made available to Us in Good Condition (defined in Section 5). You are solely responsible for removing all data from any digital storage device, hard drive. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

10. **APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Texas and any dispute concerning this Agreement shall be adjudicated in the District Court located in Wise County, Texas. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

11. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above)		NovaCopy, Inc. ("We," "Us," "Our" and "Owner")	
X	Date: 2-29-16	By: X Carolyn Stafford	Date:
Print name: DD Clark	Title: County Judge	Print name:	Title:

NOVACOPY

SCHEDULE B

Customer Legal Name: COUNTY OF WISE (Public Works)

Bizhub 364e: 36 copies per minute / 7,000 impressions included	$76.00
Large Capacity Cabinet	$11.00
Inner Finisher	$15.00
Fax Kit	$16.00
Surge Protector	$0.00
Total	$118.00

Overage rate (per copy exceeding 7,000 included)	0.00276

Accepted for Customer by:

Signature	Name	Date	Title
	JD Clark	2-24-16	County Judge

Accepted for NovaCopy, Inc. by:

Signature	Name	Date	Title
	Carolyn Stafford		

#7417269V1 (1-15-15)

NOVACOPY

Schedule A- Financial Details

Order #	64750
Company Name	County of Wise
Sales Consultant	Jared Wauson
Sales Consultant Phone	(972) 536-1467
Sales Consultant Email	jared.wauson@novacopy.com
Date	2/10/2016

Schedule A Equipment and Service

Lease Option	Total Lease Payment	Black Service Total *	Color Service Total *	Total Monthly Payment
	$ 99.00	$ 19.00	$ -	$ 118.00
				Digital Support Services # 1

*** Service Details Per Machine**

Base Model	Black Volume	Black Cost Per Page	Black Per Machine	Color Volume	Color Cost Per Page	Color Per Machine
bizhub 364E	7,000	$ 0.0027	$ 19.00	0	$ -	$ -

Service pricing includes supplies, toner, parts, and labor. Excludes paper and staples. Additional overage copies will be the same cost per page shown above.

Configuration Details

Vendor Item #	Item #	Quantity	Model	Description	Comments
A61F011	B364E	1	bizhub 364E	Konica Minolta bizhub B364 Digital Copier/Printer/Scanner	
A4MF012	FK-511	1	bizhub 364E	Fax Kit (for dual line use 2)	
A2XM019	PC-410	1	bizhub 364E	Large Capacity Cabinet ** Purple Dot Only **	
7640014721	PP-15	1	bizhub 364E	120 volt 15 amp Power Conditioning, AC, Ethernet and Phone	
A3CFWX1	DF-624	1	ACCESSORY	Reversing Automatic Document Feeder	
A2YUWY2	FS-533	1	ACCESSORY	Inner Finisher	

X

Customer Signature

JD Clark

Printed Name

Plus sales and property tax, if applicable

County Judge

Title

2-29-16

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-11998

Date Filed:
02/10/2016

Date Acknowledged:

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

NovaCopy
Irving, 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.

Wise 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 goods or services to be provided under the contract.

64750
Bizhub 364e

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 AFFIDAVIT

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

SHANNIE KAY WOLCOTT
Notary Public, State of Texas
My Commission Expires
April 02, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gary Greer, this the 11th day of February, 20 16, to certify which, witness my hand and seal of office.

Shannie Kay Wolcott — Signature of officer administering oath
Shannie Kay Wolcott — Printed name of officer administering oath
Master Acct Specialist — Title of officer administering oath

129

RENEWALS

February 29, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. **Lexisnexis Accurint-Sheriff, JP2**
2. **Dustin-Juvenile Probation**

129

CANCELLATIONS

February 29, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

1. **Lexisnexis Case Map Maintenance**

129

FULLY EXECUTED

February 29, 2016

(Previously Approved-fully signed copies provided to County Clerk)

1. **15-600-040 Watershed Modification 2**
2. **Copsync Agreements 8711 and 8662**

Amanda Knox

From: Diana Alexander <diana.alexander@co.wise.tx.us>
Sent: Thursday, February 25, 2016 10:27 AM
To: Amanda Knox
Subject: fully executed
Attachments: BID 15-600-040 DENTON CREEK WATERSHED MODIFICATION 2.pdf; COPSYNC AGREEMENT 8662.pdf; COPSYNC AGREEMENT 8711.pdf

Please see attached.

Sincerely,
Diana Alexander
Asset Manager
Wise County

United States Department of Agriculture

NRCS

Natural Resources Conservation Service
Temple Watershed Construction Office
101 South Main
Temple, Texas 76501

Date: 2/4/16

File Code: 120-11-11-13-5

Subject:
ADS - Acquisition, Procurement, Contracts
Contract No. 15-600-040
Denton Creek Watershed Site 17
TSSWCB Embankment Repairs
Wise County, TX

To:
Judge JD Clark
Contracting Officer
Wise County Commissioner's Court
Decatur, TX

Re: Modification/Change Order No. 2

Attached is the information for modification to the subject contract:

Modification No.2 Description (CLO, NRCS, Contractor)
Justification of Modification No 2 (CLO, NRCS only)
Documentation of correspondence (CLO, NRCS only)

If you have any questions please call

Brannon Sledge
COR

Attachments

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment.

An Equal Opportunity Provider and Employer

Modification #2

Contract No. 15-600-040
Denton Creek Watershed Site 17
TSSWCB Embankment Repairs
Wise County, Texas

February 4, 2016

DESCRIPTION OF MODIFICATION/CHANGE ORDER

Pursuant to Article 3 – Changes, the contract shall be changed as follows:

The Contractor shall apply a cool season mix in addition to the vegetation as per Construction Specification 6 on Denton Creek Watershed Site 17. The cool season mix and application rate shall consist of annual ryegrass, applied at 24 pounds per acre.

Additional costs for applying a cool season mix will be at a rate of $925.00/acre.

Pursuant to Article 26 – Weather, the contract shall be changed as follows:

Add 20 calendar days to the contract performance time.

The contract line items for Denton Creek 17 shall be modified as follows:

Changes to the Bid Schedule:
Modify

Item No.	Work or Material	Spec.	Est. Quantity	Unit	Unit Price	Amount
3	Vegetation Establishment	6	1.50	AC	**$4,925.00**	**$7,387.50**

(increase unit cost from $4,000.00 per acre to $4,925.00 per acre; a contract increase of $1,387.50)

Contract Site Total - $182,846.00 New Total - $184,233.50 ($1,387.50 increase)

Contract price change - **$184,233.50 (increased from $182,846.00)**
Total Increase to contract price: **$1,387.50**
Performance Time Change **Add 20 calendar days**
Revised Ending Date **March 13, 2016**

CONTRACTOR'S STATEMENT OF RELEASE

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractors. The Contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances concerning the added work for the above added work, including all impacts to the work, overhead and profit.

OWNER

Wise County Comissioner's Court

By _____

Judge J.D. Clark, Contracting Officer

Attest Colleen Self

Address:
Wise County Asset Control Office
400 W. Walnut
Decatur, Texas 76234

CONTRACTOR

Beavers Contracting, LLC

By _____

Skipper Beavers, Project Manager

Attest _____

Address:
P.O. Box 697
Aubrey, Texas 76227

Agent for services of process

_____

Skipper Beavers

United States Department of Agriculture

NRCS

Natural Resources Conservation Service
Temple Watershed Construction Office
101 South Main
Temple Texas 76501

Justification of Modification #2
Contract No. 15-600-040
Denton Creek Watershed Site 17
TSSWCB Embankment Repairs
Wise County, Texas

Brannon Sledge, COR Date:

After reviewing the original performance time and date of completion for the contract, I made a recommendation for the addition of cool season grasses to be added to the contract. The original plan for vegetation only included warm season grasses to be planted on site. The purpose of this recommendation was to help establish a temporary ground cover for the winter months, as the winters in this part of the state are typically very cold and wet. NRCS district conservationist Darnell Willis, Tom Goode, CLO Point of Contact, and I agreed that the contract would have to be modified to include the costs for adding a cool season mix for vegetation in addition to what is already specified in the Construction Specifications. Darnell recommended that annual ryegrass be added to the vegetation mix specified, at a rate of 24 pounds per acre.

After a meeting with the Contractor, Beavers Contracting, LLC was asked to provide a price for the addition of the cool season mix. The Contractor proposed a price increase of $925.00 per acre. I agree that this price is reasonable and equitable based on information from previous bids as well as the size of the area designated to be vegetated..

As a result of bad weather days recorded and documented for the month of January, 17 rain days will be granted per Article 26 for Denton Creek Site 17 for the dates of:

January
4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 19, 22, 26, 27, 28

Weather Work Days	Total Change in Performance Time
17*(7/6)	20 Calendar Days

I have discussed these changes with Judge JD Clark, Contracting Officer, Tom Beach, State Construction Engineer, and John Mueller, State Conservation Engineer.

Engineering Concurrence Acting SCE Date: 2/4/16

Denton Creek Watershed Site 17

Weather Days since Jan 1, 2016 as documented per Emile Lawrence (NRCS Construction Inspector)

January - 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 19, 22, 26, 27, 28

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-6674

Date Filed:
01/28/2016

Date Acknowledged:

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

Beavers Construction LLC
Aubrey, 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.

Agriculture, Department of

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 goods or services to be provided under the contract.

15-800-040
flood control dam rehabilitation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Beavers, Jr, Bernerd	Krugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

NANCY KING
My Notary ID # 11511161
Expires December 15, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bernerd W Beavers jr, this the 28th day of Jan, 2016, to certify which, witness my hand and seal of office.

Nancy King	NANCY King	Notary
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

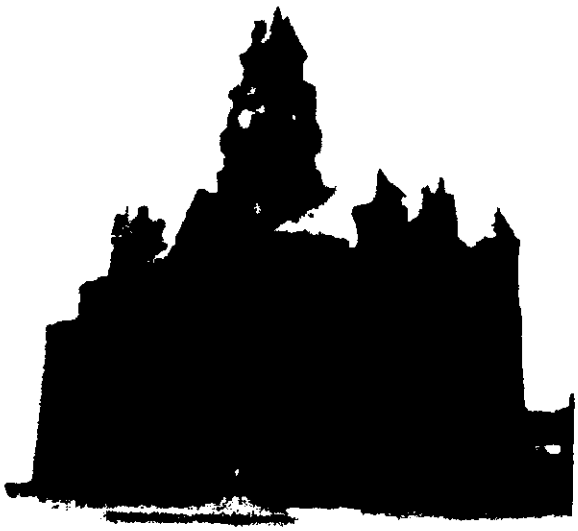
One Network Connecting Law Enforcement Nation Wide

COPsync™

FOR OFFICERS BY OFFICERS

Network Subscription Proposal

Wise County



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(972)865-6192

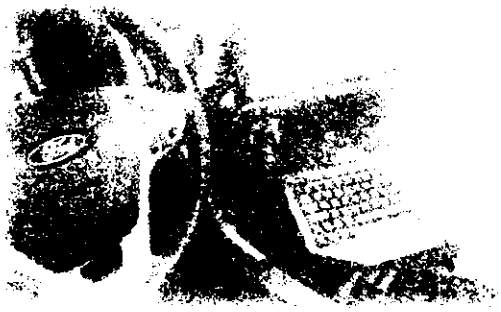
One Network

COPsync Vision

One centralized law enforcement network where all officers in every jurisdiction are connected in real-time on an information sharing data network

CoPsync
FOR OFFICERS BY OFFICERS

One Network



COPsync Presence

It started in Texas with 1 small Sheriff's office. Today, more than **490** Texas law enforcement agencies are live and sharing information in real-time on the COPsync Network.

More agencies make better information. **You** make the Network better.

COPsync™
FOR OFFICERS BY OFFICERS

COPsync Mission

To **create value** by enabling law enforcement officers and other security professionals to interdict crime and criminal activity more effectively and efficiently, thereby **protecting lives** and property.

COPsync, Inc.

P.O. Box 802108
Dallas Texas 75380-2108

1-Year Service Agreement

Office 972-865-8192
Fax 972-201-9646

CUSTOMER:
Agency Wise County
Address P.O. Box 353
Decatur TX 76234
Contact Lt. Heinrich Downes
Phone (940) 627-5971
Email downesh@sheriff.co.wise.tx.us

Sales Rep Alyssa Kirk

RESELLER:

SHIP EQUIPMENT TO
Name
Attention
Address

Phone

SEND INVOICE TO
Name
Email
Phone

Quote # 8662
Issue Date 2/8/2016
Valid Thru 4/8/2016

Sales Tax Exempt

Email

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	PRICING DETAIL		
1	100-100 Location service fees (includes 12 months of maintenance and updates)	$ 30,000.00	$ 30,000.00
1	100-100 COPsync911 Grant	$ (25,000.00)	$ (25,000.00)
1	100-200 One-time on-line training and setup	$ 600.00	$ 600.00
1	100-200 One-time on-line training and setup Grant	$ (600.00)	$ (600.00)

SPECIAL TERMS

Customer is responsible for enabling Internet connectivity at your expense for each device before COPsync, COPsync911, or COURTsync can be installed. If you do not have an Internet service, most providers offer a special government or education rate.

All amounts are due upon execution of this services agreement as described in item 1, 'Invoicing and Payment'

COPsync 911 agrees to allow for a 60 day implantation period prior to payment to allow for installation and testing of product in the various locations.

Next year's annual Location Service Fees will be $5,000.00.

****DO NOT PAY, THIS IS NOT AN INVOICE****

COPSYNC	$	5,000.00
GRAND TOTAL	$	5,000.00

Classify 1-Year Service Agreement / Budget
Workbook Wise County_8662_1-Year Service Agreement_Budget_2016.02.08.xls
Dir File name Wise County_8662_1-Year Service Agreement_Budget_2016.02.05
Generated 02/08/2016 at 15:24
Tool Version Ver. 2015.10.22

1. INVOICING AND PAYMENT: COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice unless otherwise provided in the invoice. By signing below Customer is agreeing to subscribe to the COPsync services and to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. **Make all checks payable to:** COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802108, Dallas, Texas 75380-2108

2. TERM: This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.

3. INSTALLATION: COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.

4. TITLE: Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for Hardware provided under this Services Agreement passes to customer upon delivery.

5. INTERFACE: The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.

6. SALES & USE TAX: The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.

7. EETS APPLICATION: Not Applicable

8. NUMBER OF USERS: Not Applicable

COPsync, Inc
Signature: [signature]
Title: Corporate Counsel
Print Name: Maria E. Fernandez
Date: 2/23/2016

Subscriber*
Signature: [signature]
Title: Wise County Judge
Print Name: J.D. Clark
Date: 2-23-2016

Email address to which to send invoice: asstauditor@co.wise.tx.us

*The person signing represents they are an authorized signatory

P.O. Box 802108, Dallas, Texas 75380-2108
972-865-6192(o); 972-201-9646(fax)
www.copsync.com

Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPsync, Inc. ("COPsync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users of the service ("Service") to which you are subscribing as noted in the Services Agreement and related computer software ("Software").

1. **Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.

2. **Term.** The initial term (the "Initial Term") of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either party notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.

3. **Permitted Use Only.** The COPsync Service and related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for emergency service personnel. The COPsync 911 Service, COURTsync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPsync Service. The COPsync VidTac video system may be used only for law enforcement and emergency service purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.

4. **Restrictions.** You may not (1) copy or duplicate any part of the Service or Software, (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof, or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software, except in the case of the VidTac system multiple users of the evidence dashboards are permitted; (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

   Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents; (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity; (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.

5. **Title; Confidentiality.** Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any third party patent.

6. **Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases.

   We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement.

P.O. Box 802108, Dallas, Texas 75380-2108
972-865-6192(o), 972-201-9646(fax)
www.copsync.com

MF

7. **Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

   Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 5) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

8. **Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software or Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arise in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

   Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you.

9. **Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service, (ii) remove the Software and Service from any servers upon which they have been installed, and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in a mutually agreed format.

10. **General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.
   We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law.

P.O. Box 802108, Dallas, Texas 75380-2108
972-865-6192(o), 972-201-9646(fax)
www.copsync.com

MF

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-17380

Date Filed:
02/23/2016

Date Acknowledged:

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

COPsync, Inc.
Addison, 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.

Wise 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 goods or services to be provided under the contract.

Service Agreement 8662
Contract for safety/law enforcement software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kirk, Alyssa	Addison, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

JOE MANUEL HERNANDEZ
My Commission Expires
August 3, 2019

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Maria Fernandez, this the 23rd day of February, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Joe M. Hernandez	Texas Notary Public

COPsync, Inc.

P.O. Box 802108
Dallas Texas 75380-2108

Office 972-865-6192
Fax 972-201-9646

Service Agreement

CUSTOMER
Agency Wise County Sheriff's Office
Address 200 Rook Ramsey Dr
Decatur TX 76234
Contact Sheriff David Walker
Phone (940) 627-5971
Email walkerd@sheriff.co.wise.tx.us

Sales Rep Kenny Elder
Sales Reg 2

SHIP EQUIPMENT TO
Name Same
Attention
Address

Phone

SEND INVOICE TO:
Name Same
Attention
Address

Phone

Quote # 8711
Issue Date 1/28/2015
Valid Thru 3/28/2015

Sales Tax Exempt

Final Yes

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	---COPSYNC SOFTWARE AND SUPPORT		
26	100-010 COPsync Full Time Officer [12 mo. at $99.95]	$ 1,199.40	$ 31,184.40
1	100-090 COPsync Software License Grant	$ (20,279.70)	$ (20,279.70)
22	100-020 COPsync Reserve Officer [12 mo. at $19.95]	$ 239.40	$ 5,266.80
	SPECIAL TERMS	COPSYNC	$ 16,171.50
		GRAND TOTAL	$ 16,171.50

Note

All amounts are due upon execution of this services agreement as described in Item 1. 'Invoicing and Payment.'

Payment due October 1, 2014

This Service Agreement replaces already signed Service Agreement 6508

****DO NOT PAY, THIS IS NOT AN INVOICE****

Classify Service Agreement - Budget
Workbook Wise County Sheriff's Office_8711_Service Agreement_Budget_2016 01 28.xls
Use File Name Wise County Sheriff's Office_8711_Service Agreement_Budget_2016 01 28
Generated 01/28/2015 at 13:34
Tool Version Ver. 2013.05.04

1. **Invoicing & Payment.** COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice unless otherwise provided in the invoice. By signing below Customer is agreeing to subscribe to the COPsync services and agreeing to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. **Make all checks payable to:** COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802018, Dallas, Texas 75380-2108.

2. **Term.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.

3. **Installation.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.

4. **Taxes.** Upon presentation of invoices by COPsync, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on COPsync's net income).

5. **Title.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for Hardware provided under this Services Agreement passes to customer upon delivery.

6. **Interface.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.

7. **Sales and Use Tax.** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.

8. **TLETS Application.** If applicable, Customer is solely responsible for making application and securing approval of its TLETS ("Texas Law Enforcement Telecommunications System") application. Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the TLETS application has been approved.

9. **Number of Users:** COPsync agrees to provide the total number of user licenses, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Service at no charge to Customer for administrators and support staff.

COPsync, Inc
Signature: _____ Print Name Mario E. Fernandez
Title: Corporate Counsel Date 2/23/2016

Subscriber*
Signature: _____ Print Name J. D. Clark
Title: Wise County Judge Date 2-25-2016

*The person signing represents they are an authorized signatory

Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPsync Inc. ("COPsync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users the service ("Service") to which you are subscribing as noted in the Services Agreement and related computer software ("Software")

1. **Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached

2. **Term.** The initial term (the "Initial Term") of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either you or we notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable

3. **Permitted Use Only.** The COPsync Service and the related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for law enforcement purposes only. The COPsync 911 Service, COURTsync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPsync Service. The COPsync VidTac video system may be used only for law enforcement purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions

4. **Restrictions.** You may not (1) copy or duplicate any part of the Service or Software, (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof, or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software, except in the case of the VidTac system multiple users of the evidence dashboards are permitted, (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

   Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future), (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents, (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity, (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose, or (9) remove or obscure any of our copyright, patent, or other intellectual property notices

5. **Title; Confidentiality.** Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any third party patent.

6. **Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases

MF

We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement.

7. **Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

   Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 5) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

8. **Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software of Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arose in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

   Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you.

9. **Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service, (ii) remove the Software and Service from any servers upon which they have been installed, and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in a mutually agreed format.

10. **General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.
    We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-12711

Date Filed:
02/11/2016

Date Acknowledged:

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

COPsync, Inc.
Addison, 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.

Wise 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 goods or services to be provided under the contract.

Service Agreement 8711
Contract for safety/law enforcement software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kirk, Alyssa	Addison, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MARIA FERNANDEZ, this the 12th day of FEBRUARY, 20 16, to certify which, witness my hand and seal of office.

CHARLES M WRIGHT
My Commission Expires
February 20, 2019

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath