



**Service Agreement**

P.O. Box 802108  
Dallas, Texas 75380-2108

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

**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@sheriffco.wise.tx.us

**SHIP EQUIPMENT TO**  
Name: Same  
Attention:  
Address:  
  
**SEND INVOICE TO**  
Name: Same  
Attention:  
Address:

Quote #: 8711  
Issue Date: 1/28/2016  
Valid Thru: 3/28/2016

Sales Rep: Kerry Elder  
Sales Reg: 2

Sales Tax: Exempt  
Final: Yes

Phone:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
COPSYNC SOFTWARE AND SUPPORT			
26	100-010 COPsync Full Time Officer (12 mo. at \$99.95)	\$ 1,999.40	\$ 21,184.40
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	\$ 5,256.90
<b>SPECIAL TERMS</b>		COPSYNC	\$ 16,111.60
Note		GRAND TOTAL	\$ 16,111.60
<p><i>All amounts are due upon execution of this services agreement as described in Item 1, Invoicing and Payment.</i></p> <p><i>Payment due October 1, 2014</i></p> <p><i>This Service Agreement replaces already signed Service Agreement 6508</i></p> <p style="text-align: center;"><b>***DO NOT PAY, THIS IS NOT AN INVOICE***</b></p>			

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: 01/28/2016 at 12:34  
Foot Version: Ver: 20130504



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 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. **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: \_\_\_\_\_

Title: \_\_\_\_\_

*Maria E. Fernandez*  
Corporate Counsel

Print Name

Maria E. Fernandez

Date

2/23/2016

Subscriber\*

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

*J. D. Clark*  
Wise County Judge

Print Name

J. D. Clark

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, COURCSync 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.



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 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 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.

10/15

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**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

Certificate Number:  
 2016-113115

Date Filed:  
 09/16/2016

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

Date Acknowledged:  
 10-24-16

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 Renewal Agreement 8711 FY17  
 Renewal Contract for Safety/Law Enforcement Software

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.

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



*[Handwritten Signature]*  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Maria G Fernandez, this the 16 day of September 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*      Leticia Gonzalez Reyes      Notary Public  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath