



**SUBSCRIPTION FOR SERVICES AGREEMENT # 202407**  
**DACULA (GA) MARSHAL'S OFFICE**

This Subscription for Services Agreement (“SFS”) is between PTS Solutions, Inc. (“PTS”) and **Dacula Marshal's Office, 442 Harbins Road, Dacula, GA 30019** (“Client”). Upon signing, Client agrees to subscribe to the PTS software and services listed in the deliverables section for the subscription term noted below. Client also agrees to purchase on its own, any hardware and services not listed that are required to operate the subscription for services. Contact information for accounting purposes will be: Marshal Amy White, [amy.white@daculaga.gov](mailto:amy.white@daculaga.gov), 770-963-7451.

**INITIAL SUBSCRIPTION TERM:** Unless otherwise noted, this agreement is for a five-year subscription term.

**ANNUAL SUBSCRIPTION FEE:** The initial annual subscription fee is listed in the deliverables. The initial annual subscription fee will increase by 2% each year to reflect average inflation rate.

**AUTHORIZED USE:** Upon signing, PTS is granting Client a non-exclusive subscription to use the executable form of the PTS software listed in the deliverables. The Client agrees that the number of users will not exceed the number of users detailed in the SFS deliverables. Each user must have a unique username and password. In the event an audit identifies that Client's number of users exceeds those allowed for in this SFS, Client will be required to pay the additional subscriptions fees and pay any reinstatement fees.

Client is not authorized to sub-license the subscription or make the subscription or software available to any third party, in whole or in part. Client may not reverse engineer, de-compile, or disassemble the software. Client is not authorized to modify, adapt, tamper with, translate, or create derivative works of the software or combine or merge any part of the software with or into any other software.

**ANNUAL SUBSCRIPTION FEES:** Annual subscription fees are to be paid at the beginning of each service year for the items listed in the deliverables. Unless otherwise noted, the “Service Year Anniversary” will be the date this agreement is signed by both parties. Client agrees to pay all invoices to within 30 days of the invoice date unless otherwise provided in this document. Services such as third-party interfaces, hardware, data conversions, etc. are not part of the subscription unless specifically listed as a deliverable.

~~RENEWAL: This Subscription for Services Agreement shall automatically renew after the initial Subscription Term on the Service Year Anniversary for successive one-year periods (the “Renewal Term”) at the subscription prices current at the time of renewal, unless either party notifies the other in writing thirty days prior to the end of the Initial Subscription Term or Renewal Term, as applicable.~~

**TERMINATION:** PTS may terminate this Agreement upon written notice for any breach of the terms of this agreement or any other existing agreement between the parties. Upon termination, Client agrees to discontinue use of the PTS Software; remove the PTS Software from any device upon which it is installed; and destroy or return to PTS the Software and any archived copies of the Software and Service. Client shall have “read only” access to the data stored in the PTS databases for a period of 30 days after termination. Client can request and PTS will provide a copy of the Client's data in a CSV format if requested to do so within 30 days of the termination of this agreement. PTS has no



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obligation to continue to store a client's data after 30 days from termination if no data request has been made.

EARLY TERMINATION BY CLIENT: The client may terminate this Agreement upon 30 days written notice. ~~Early termination requires any payment due for the years remaining in the subscription term.~~

CRIME INFORMATION CENTER (CIC): If a CIC product is purchased from PTS (such as PTS Mobile NCIC), it is the client's responsibility to ensure that all state and federal requirements for security are met. The client will also be responsible for applying to the state and setting up the required connection. This includes getting Client personnel registered, trained, and approved as state/federal CIC users. PTS will assist where possible.

ADDITIONAL TERMS AND CONDITIONS: PTS retains all proprietary rights in and to all designs, engineering details, and other data pertaining to the Software and to all discoveries, inventions, patent rights, products and all other property rights arising out of work done by PTS.

Client agrees to take all reasonable steps to maintain in strict confidence and, except as provided herein, not to disclose, reproduce, disseminate, demonstrate, or copy any information propriety to PTS, including, but not limited to, software, code, materials, pricing, SFS, and specifications.

PTS warrants that the software will perform according to published PTS documentation. As PTS' sole liability and Client's sole remedy for any breach of this warranty, PTS shall use reasonable efforts to cause the Software to perform according to published documentation. The Client shall provide PTS reasonable time to make repairs. If PTS is unable to make the software perform to published PTS documentation, the Client may terminate the SFS upon 7 days written notice. Pre-paid implementation and subscription fees during period of use prior to the effective date of the termination will not be refunded. This includes but is not limited to services provided by PTS that may have been included in the initial subscription price (including but not limited to: training, travel, project management, data conversions, interface development, report creation, etc.). The warranties and remedies provided herein are Client's sole remedies for PTS liability of any kind (whether in contract, tort, or any other theory of law) arising in any way from the subscription granted in this SFS.

Except for the limited warranty detailed herein, the Software is provided "As Is" and PTS makes no representations or warranties, and PTS disclaims all representations, warranties, and conditions, oral or written, express or implied, arising from course of dealing, course of performance, or usage, including, without limitation, implied warranties of merchantability, quality, fitness for a particular purpose, title, non-infringement, or systems integration. Without limiting the foregoing, PTS makes no warranty, representation, or guarantee as to the Software's use or performance and does not guarantee as to the Software's use or performance and does not warrant, represent, or guarantee that the operation of the Software will be failsafe, uninterrupted, or free from errors or defects.

The Parties agree that in no event shall either party be liable for any special, incidental, third party, consequential, or other damages in any way related to loss of profit, revenue, downtime, software, data, or any other damages even if that party had been advised of the possibility of loss or damage.



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The Parties agree to attempt to resolve any and all claims or disputes associated with this SFS through good faith settlement negotiations in a spirit of mutual cooperation. In the event negotiations fail, the Parties agree to participate in non-binding mediation prior to instituting any legal proceeding. The Parties agree to mutually select a mediator. The Parties agree to share all mediation costs on a 50/50 basis unless agreed to otherwise by all Parties in writing.

This agreement is only amendable by mutual written consent of both parties.

**DELIVERABLES, PRICING, AND PAY SCHEDULE:**

DESCRIPTION	USERS
<b>PTS Software - Platinum Plus</b>	
Mobile Responders	3
Records Management System (RMS) and RMS Field Reporting	2
Advanced Interface - CJT Court Software for Citations	1
DESCRIPTION	NOTES
<b>Services</b>	
Remote Training, Project Management, and Installation	Included
<b>Annual Maintenance</b>	
24x7x365, Included with Software	Included

**SUBSCRIPTION FOR SERVICES FEE**

Subscription Fee Due at Signing	\$19,000.00
Annual Subscription Fee Year 2	\$5,000.00

**TERMS AND CONDITIONS**

- This pricing is for a five-year subscription term and not a purchase. ~~Early cancellation fees will apply.~~
- The fee for subscribing for year 6 and after can be requested by client up to a year in advance for budgeting purposes.
- Beginning year 3, the Annual Subscription Fee will increase by 2% annually to reflect the average inflation rate.
- No hardware or network connection is provided.
- PTS will provide all state mandated reports, including the Georgia Misdemeanor citation.
- Subscription does not include maintenance or subscription fees on previously purchased products.

**SIGNATURES**

\_\_\_\_\_  
PTS Solutions, Inc.

\_\_\_\_\_  
Dacula Marshal's Office

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date