

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND WATCH SYSTEMS, LLC FOR ACCESS TO AN ONLINE DATABASE

This Agreement for access to an online investigative database (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and Watch Systems, LLC (“Contractor”), a Louisiana limited liability company, with its principal place of business at 4 Sanctuary Blvd, Suite 100, Mandeville, Louisiana 70471 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, Contractor has developed a computer application known as OW Premier (the “Application”) that allows law enforcement agencies to manage, track, and monitor persons convicted of certain crimes in accordance with applicable law;

WHEREAS, the County desires to renew a subscription agreement with Watch Systems, LLC for the OW Premier database for use by law enforcement;

WHEREAS, Contractor wishes to renew said subscription agreement;

WHEREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1. AGREEMENT

- 1.1 **Services to be Performed:** Subject to the terms of this Agreement, Contractor hereby grants to County, and County hereby accepts a nonexclusive, nontransferable, limited and revocable license to access and use the OW Premier (the “Application”) program operated and maintained by Contractor.
- 1.2 **Contract Documents:** The following documents constitute the “Contract Documents”:
 - a. this Agreement;
 - b. the Renewal Quote, attached hereto as Exhibit A.
 - c. Watch Systems, LLC Master License Agreement General Terms and Conditions, attached hereto as Exhibit B.

All of the Documents referred to in this Section 1 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) the Renewal Quote, 3) Watch Systems, LLC Master License Agreement General Terms and Conditions.

SECTION 2. DESIGNATED REPRESENTATIVES

- 2.1 County's Designated Representatives: The County designates the Sheriff as the Designated Representative with regard to the services performed under this Agreement.
- 2.2 Contractor's Designated Representatives: Contractor designates Katie LaFleur as its Designated Representative with regard to the services performed under this Agreement.
- 2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

- 3.1 License: Contractor shall provide the County with a license to access and use OW Premier in accordance with Exhibits A and B.
- 3.2 Conference and Cooperation: Contractor shall confer with the County or the Designated Representative on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.
- 3.3 Necessary and Qualified Staff: Contractor shall provide necessary staff, labor, and equipment to perform the services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.

SECTION 4. MODIFICATIONS TO MASTER LICENSE AGREEMENT GENERAL TERMS AND CONDITIONS

- 4.1 Section 2: The language of Section 2 of the Systems, LLC Master License Agreement General Terms and Conditions (Exhibit B) is amended to the following:

“Except as otherwise permitted by this Agreement, Customer may not and shall not permit others with access through Customer to (a) use, copy, duplicate, reproduce, download, rent, sell, lease, publish, upload, post, transmit, commercialize, distribute, modify or display or transfer the Application(s) or any content provided thereon; (b) reverse engineer, reverse assemble, reverse compile, disassemble, decompile, or translate the Application(s), or otherwise attempt to derive the source code of the Application(s), or modify alter, amend, modify or create derivative works of the Application(s) or any updates thereof, or authorize any third party to do any of the foregoing; (c) develop, sell or distribute applications that are capable of launching, being launched from, or are otherwise integrated with

the Application(s); or (d) rent, lease, loan, resell for profit, distribute, sublicense or use in a time-sharing arrangement the Application(s), or any part thereof. Any attempt to do any of the foregoing is a violation of the rights of the Company. Usage of the Application(s) is subject to the Company's terms of use and privacy policy, as amended from time to time, current copies of which are available upon request from the Company, and the terms and conditions of which are hereby incorporated by reference. Company shall provide notice to Customer when its terms of use and privacy policy are amended, or otherwise changed. Customer agrees to keep intact all copyright and proprietary notices attached to the Application(s) and modification thereof without the Company's prior written consent shall constitute a breach of this Agreement and the Company's copyright and other proprietary rights. Customer shall not disclose any passwords or other security measures issued to Customer to any third party who is not authorized by this Agreement to access the Application(s).

- 4.2 Section 4: Section 4 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is deleted in its entirety, and replaced by Section 5 of this Agreement.
- 4.3 Section 5: Section 5 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is deleted in its entirety, and replaced by Section 6 of this Agreement.
- 4.4 Section 8: The language of Section 8 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is amended to the following:

“Confidentiality. It is expressly understood and agreed that the Application(s), including but without limitation its source code, formats and information, constitutes a valuable proprietary product and trade secret of Company embodying substantial creative efforts and confidential information, ideas, and expressions. In addition, pursuant to this Agreement and/or the use of the Application(s), a party may disclose to the other party software, technical processes, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, “know how,” and other technical information, materials, plans, projects (“Confidential Information”); provided, however, that Confidential Information does not include any information which the recipient can demonstrate was (a) publicly known through no fault or breach of this Agreement by the recipient; (b) already known to the recipient (by means not in violation of this Agreement) prior to disclosure to the recipient by the disclosing party; (c) lawfully disclosed by a third party; (d) independently developed without reference to the Confidential Information; or (e) disclosed pursuant to legal requirement or order. Each party will protect all Confidential Information of the other party with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information but in no event less than a reasonable degree of care. Notwithstanding the foregoing, Company understands Customer is a governmental entity bound to Texas Government Code Chapter 552, the Public Information Act, and other laws concerning

government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.”

- 4.5 Section 9: The language of Section 9 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is amended to the following:

“DISCLAIMERS. THE COMPANY HAS TAKEN DUE CARE IN THE DEVELOPMENT AND MAINTENANCE OF THE APPLICATION(S) BASED UPON ITS UNDERSTANDING OF THE REQUIREMENTS OF THE APPLICABLE LAWS, RULES AND/OR REGULATIONS. THE COMPANY WILL ENDEAVOR TO UPDATE THE APPLICATION(S) AND SERVICES TO ADDRESS ANY MODIFICATIONS TO SUCH REQUIREMENTS AND TO MAKE IMPROVEMENTS OR CORRECT IDENTIFIED ERRORS. THE INFORMATION OBTAINED FROM THE APPLICATION(S) AND/OR SERVICES IS NOT INTENDED TO, NOR SHOULD IT, SUPERSEDE OR SUPPLANT THE ADVICE AND INTERPRETATIONS OF CUSTOMER’S ADVISORS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS NO RESPONSIBILITY FOR CUSTOMER’S USE OF THE APPLICATION(S) OR SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES RELATED TO ANY SYSTEM ERRORS OR DEFECTS OR INTERRUPTIONS AFFECTING THE APPLICATION(S) AND SERVICES. CUSTOMER UNDERSTANDS THAT THE APPLICATION(S) AND SERVICES MAY BE UNAVAILABLE UNEXPECTEDLY AS A RESULT OF CIRCUMSTANCES BEYOND THE COMPANY’S CONTROL. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE COMPANY RETAINS THE RIGHT TO MODIFY OR ALTER THE APPLICATION(S) AND SERVICES AT ANY TIME WITH NOTICE TO CUSTOMER. IN THE EVENT COMPANY MODIFIES OR ALTERS THE APPLICATION(S), CUSTOMER, IN ITS SOLE DISCRETION, MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 6.

Company shall provide for back-up protection of the data and information entered by Customer. This back-up procedure is the limit of Company's responsibility for ensuring the availability of the data and information entered by Customer and protecting against failures and loss of data. Company shall be held blameless and free from responsibility concerning any data or information loss that may occur under the back-up procedure, unless such loss results from Company's or its affiliates', officers', directors', members', managers', employees' or agents' act(s) or omission(s), or negligence. Company's sole responsibility for assuring that the data and information entered by Customer is protected from loss, damage, or error shall be limited to the back-up procedure herein described.

Company shall provide Customer with reasonable access to the Application(s). Access limitations due to third parties, including but not limited to Customer's internet provider, are not the responsibility of Company. Company does not guarantee or warrant that Customer shall have instant or unlimited access to the Application(s). Company's sole responsibility for assuring access to the Application(s) through the Internet shall be limited to maintaining the technical capacity of Company's internet connection as set forth in Exhibit A and/or the relevant Scope of Services addendum to this Agreement."

- 4.6 Section 10. The language of Section 10 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is amended to the following:

“WARRANTY. THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES AND AGENTS: (A) DO NOT WARRANT THE ACCURACY, COMPLETENESS, COMPREHENSIVENESS OR CURRENCY OF THE APPLICATION(S) DATA OR SERVICES, THE CONTENT PROVIDED THEREON OR THE FORMS, REPORTS OR RESPONSES GENERATED FROM THE APPLICATION(S)THE COMPANY MAKES NO WARRANTY OR GUARANTEE THAT THE APPLICATION(S) OR SERVICES WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM A PARTICULAR LOCATION, SECURE OR ERROR-FREE. NOTWITHSTANDING THE FOREGOING, THE COMPANY AGREES THAT IT WILL USE ITS COMMERCIALY REASONABLE BEST EFFORTS TO MAINTAIN THE SECURITY, COMPLETENESS, COMPREHENSIVENESS AND CURRENCY OF THE APPLICATION(S) FROM VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. INFORMATION AND DATA ACCESSIBLE THROUGH THE APPLICATION(S) HAVE BEEN ENTERED BY EITHER CUSTOMER OR BY THIRD PARTY USERS OF THE APPLICATION(S) OR OBTAINED FROM THIRD PARTY SOURCES, AND ANY RELIANCE BY CUSTOMER ON SUCH INFORMATION AND DATA IS THE SOLE AND EXCLUSIVE ASSUMPTION OF RISK BY CUSTOMER. Company does **not represent that information and data provided by third parties are accurate or free from**

errors, and Company shall be held blameless for any errors attributable to third parties in the data and information accessible through the Application(s).”

- 4.7 Section 11. The language of Section 11 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is amended to the following:

“Limitation of Liability; Indemnification; Remedies. Neither the Company nor its affiliates, officers, directors, members, managers, employees or agents shall be liable under any claim, demand or action arising out of or relating to the Company services or Customer’s reliance upon the information provided by the Application(s). Further, Company shall not have any responsibility for defects caused by Customer’s failure to comply in any respect with the relevant instructions for the Application(s), for defects caused by Customer’s inaccurate or improper inputting of data, for defects caused by unqualified users, for defects caused by unauthorized alterations of the Application(s), for defects which are attributable to the Internet, for any defect caused by force majeure, or for any other defect which is not attributable to Company. Customer’s sole remedy in the event Company breaches its warranty with respect to services will be to have Company reperform the defective services and/or to terminate the Agreement. In no event will the Company, its affiliates, officers, directors, employees or agents have any liability for direct, special, incidental, consequential or punitive damages, including without limitation damages due to lost profits or business interruption. Without limiting any of the foregoing terms, the Company’s liability in connection with this Agreement shall not exceed an amount equal to the Fees paid by Customer in the preceding twelve (12) months.”

- 4.8 Section 14.4: Section 14.4 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is deleted in its entirety, and replaced by Section 16.1 of this Agreement.
- 4.9 Section 14.5: Section 14.5 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is deleted in its entirety, and replaced by Section 9.1 of this Agreement.
- 4.10 Section 14.6: Section 14.6 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is deleted in its entirety, and replaced by Section 17.16 of this Agreement.
- 4.11 Section 14.7: Section 14.7 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is deleted in its entirety, and replaced by Section 17.2 of this Agreement.
- 4.12 Section 14.10: Section 14.10 of the Watch Systems, LLC Master License Agreement General Terms and Conditions is deleted in its entirety, and replaced by Section 17.6 of this Agreement.

SECTION 5. CONTRACT PRICE

- 5.1 Compensation: In consideration of the services to be performed by the Contractor under

the terms of this Agreement, the County shall pay Contractor a fee for services actually performed four thousand five hundred dollars (\$4,500.00).

- 5.2 Invoices: Contractor shall submit an invoice to the County for services to be provided hereunder.
- 5.3 Payment: The County agrees to pay Contractor for goods and services the amount identified in Section 5.1 according to the terms and conditions of this Contract. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.
- 5.4 Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to Contractor to such extent as the County deems necessary in the event that:
- a. Work is not performed in accordance with the Contract Documents, and the defective performance is not remedied as required by the County and in the timeframe required by the County;
 - b. The work performed is not to the satisfaction of the County, and the Contractor does not remedy the work performed to the satisfaction of the County; or
 - c. Contractor or its employees, staff, agents, or representatives cause damage to County property.
- 5.5 Right to Setoff: Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy the County has or may have, the County may set off or recoup any amount it owes to Contractor against any amount for which the County determines in good faith that Contractor owes the County.

SECTION 6. TERM AND TERMINATION

- 6.1 Term: This term of this Agreement shall begin on the Effective Date, and continue for a one (1) year period (the “Term”), unless either Party terminates this Agreement in accordance with its terms. The Term shall not automatically renew at expiration or termination of this Agreement.
- 6.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 6.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.
- 6.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.
- 6.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to the Contractor in accordance with Section 6.6. The notice must state the reasons for such termination. The Agreement will continue in force during the thirty (30) day notice period.

- 6.6 Notice of Termination: The terminating Party shall provide thirty (30) days written notice of termination to the other Party as provided in Section 16.12.
- 6.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
- 6.8 County's Rights and Responsibilities Upon Termination: Upon termination, County shall cease use of the Application(s), and destroy all copies of the Application(s). County shall have sixty (60) days from the date of termination to download its Customer Information (defined in Section 7 of Exhibit B). County understands and acknowledges that Company has no obligation to retain Customer Information beyond sixty (60) days after the Company deactivates County's account.
- 6.9 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.
- 6.10 Prorated Refund: In the event that the County terminates the Contract prior to the termination date provided in Section 6.1, Contractor shall refund to the County a prorated portion of the Compensation.

SECTION 7. NO EXCLUSION OR PAYMENT

- 7.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 8. RECORDS AND AUDITS

- 8.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 9. INTERPRETATION

- 9.1 Interpretation: This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. Headings in this Agreement are inserted solely for convenience, and do not constitute a part of this Agreement, nor affect its meaning, construction, or intent. Whenever used in this Agreement, unless the context indicates otherwise, the singular will include the plural, the plural will include the singular, and the male gender will include the female gender. The words "include," "includes," and "including" are deemed to be followed by the words "without limitation," unless otherwise specified. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and

neither more strongly for nor against either Party.

SECTION 10. SITE INSPECTION AND COORDINATION

10.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 12. INDEPENDENT CONTRACTOR.

12.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 13. INDEMNITY.

13.1 **INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “COUNTY” FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY’S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY**

GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 14. INSURANCE REQUIREMENTS

- 14.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this section. The certificates shall indicate the name of Watch Systems, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the

following types and limits:

- a. Workers Compensation in accordance with the laws of the State of Texas.
 - b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - c. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
 - d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 14.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.
- 14.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
- 14.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
- 14.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 15. ASSIGNMENT

- 15.1 Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 16. MISCELLANEOUS PROVISIONS

- 16.1 Recitals: The Recitals are incorporated into this Agreement.
- 16.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be

performed in Waller County, Texas.

- 16.3 Right of Review: The County or the Designated Representative may review and inspect any and all of the services performed by Contractor under this Agreement. The is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.
- 16.4 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
- 16.5 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 16.6 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, causes solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.
- 16.7 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 16.8 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 16.9 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its

employees', or permitted subcontractors' performance under this Agreement.

- 16.10 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 16.11 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.
- 16.12 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
425 FM 1488
Hempstead, Texas 77445

To Contractor:

Attn: Accounts Receivable
4 Sanctuary Blvd, Suite 100
Mandeville, LA 70471

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

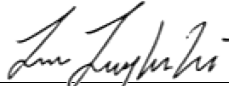
COUNTY

CONTRACTOR

WALLER COUNTY, TEXAS
a political subdivision of the State of
Texas

WATCH SYSTEMS, LLC
a Louisiana limited liability company

Carbett "Trey" Duhon, III
County Judge



Louis B Lyzynski
CEO

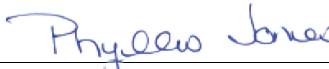
Date

2-20-2026
Date

ATTEST

ATTEST

Debbie Hollan
County Clerk



Phyllis Jones
Controller



Quote # Q-00971
Date 1/26/2026

Watch Systems, LLC
 4 Sanctuary Blvd, Suite 100,
 Mandeville, LA 70471

Customer Information

Bill to
 Waller County TX SO
 100 Sheriff R Glenn Smith Dr.,
 Hempstead, Texas 77445

Ship to
 Waller County TX SO
 100 Sheriff R Glenn Smith Dr.,
 Hempstead, Texas 77445

Contact Information

Prepared by
 Katie LaFleur
 kcormaci@watchsystems.com
 (985) 415-6434

Prepared for
 Geary Stephens
 g.stephens@wallercounty.us
 (979) 826-8282

Product Information

OffenderWatch Premier - WS303

Code	Name	Description	Subscription Type
WS301	Enterprise License	Annual fee for OffenderWatch Suites which includes agency database, web site, mobile app and SVN.	Renewable
WS515	Mobile Ops App	Annual OffenderWatch Mobile Service. Mobile app that allows law enforcement to conduct address verifications in the field.	Renewable
WS516	Portal Page	Annual Portal Page fee	Renewable
WS502	Email Notification	Annual Agency Email Alerts Service	Renewable
WS520	Family Safety App	Annual Safe Virtual Neighborhood (SVN) services...Mobile app that alerts parents when their children are in contact with a sex offender.	Renewable
WS503	Booking Alerts	Annual Notification of Booking Alerts Service. ... Alerts law enforcement when an offender is booked or released from incarceration.	Renewable
WS508	Express Check-in	Annual OffenderWatch Express Service...Offenders can reregister online to speed up the verification process when they come into the office.	Renewable
WS2002	Standard Implementation	Standard Implementation includes a 90-day implementation plan that will be shared during a kickoff call. Kickoff calls typically occur within 14 days (about 2 weeks) of contract signing; however, this will depend on Agency staff availability including the Agency Executive Sponsor.	One-time

Renewable Total \$4,500.00
One-Time Fees \$0.00
Quote Total \$4,500.00

Payment and Billing Terms

Subscription Term (months) 12
Payment Frequency Annual

Contract Terms

Contract Effective Date: Contract becomes effective upon signature date of this Quote Document.

Renewal Terms: Upon the Subscription Expiration Date, this Subscription will automatically renew for consecutive one (1) year terms unless a party notifies the other of its intent not to renew at least sixty (60) days prior to the end of the then-current Subscription term.

Invoicing: Your agency will be invoiced with the execution of the agreement, payment is due Net 30 days. A 10% late fee will be applied to any invoice more than 10 days past due.

Annual Renewal Cost: The annual renewal cost for OffenderWatch and other subscription is subject to increase based on Federal requirements, market conditions, increasing product value, customer deployment scenarios, and other factors.

Terms & Conditions: <https://www.offenderwatch.com/license-agreement>

Additional Information

This agreement upgrades the current contract to OW Premier for a total contract value of \$4500.00, which incorporates the existing contract value.

Key Personnel

Please provide contact information below for your key personnel and billing assigned to this effort.

Name	Function	Phone	Email
	Project Manager		
	IT Coordinator		
	GIS Coordinator		
	Accounting/Billing/PO		

Agreed to and Accepted by

Waller County TX SO

Name: _____

Title: _____

Date: _____

Signature: _____

Is a Purchase Order ("PO") required for invoicing?

Yes No