

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and executed on the date set forth below, by and between Galveston County, having its principal place of business at 722 Moody – 2nd Floor, Galveston, Texas 77550 (the “Client”), and Corrections Software Solutions, LP, having its principal place of business at 316 N. Lamar, Austin, Texas 78703, (“CSS”):

WHEREAS, the Client has determined that a public necessity existed to preserve the property of the client inasmuch as the sheer volume of the ministerial acts required data processing services to prevent prejudicial material and significant loss to the Client; and

WHEREAS, the Client has determined that such data processing services would be best provided by independent contractors skilled in the same, and that the Client would materially benefit from the economies and cost efficiencies of providing such services to the Client by data processing consultants such as CSS; and

WHEREAS, CSS is willing to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT. The Client agrees to retain CSS as an independent contractor, and CSS agrees to serve the Client upon the terms and conditions hereafter stated.

2. TERM. This Agreement shall commence June 1, 2025 and shall continue to and including May 31, 2026 (“Expiration Date”). The Client shall have the right and option to continue to receive the services of CSS as provided hereunder for additional periods commencing June 1, 2026. In the event that the Client elects to continue to receive services from CSS, this Agreement shall automatically renew for an equal term, unless the Client informs CSS in writing thirty (30) days prior to the Agreement expiration date. Upon execution of renewal, the terms of this agreement will remain in effect for an additional equal term.

3. AGREEMENT TERMINATION OR EXPIRATION. Not less than three (3) months prior to the Expiration Date, the Client shall notify CSS whether or not it desires after the Expiration Date to use the CSS Programs. In addition, CSS will provide to the Client, If the Client so elects, (i) training for Systems maintenance and operations of the Client personnel during the three (3) month period prior to the Expiration Date, and at the Client's option, for thirty (30) day increments after the Expiration Date, up to three (3) months; (ii) such other services in connection with conversion of the CSS Programs from operation by CSS to operation by the Client as the Client shall reasonably request; and (iii) such computer and data processing hardware subject to availability as the Client shall require for the operation of the CSS Programs. CSS shall receive compensation for furnishing the services and hardware referred to in clauses (i) and (ii) above based upon its then prevailing rates for personnel, machine time, and other supplies and shall be

paid for any hardware furnished to the Client pursuant to clause (iii) above based upon the fair market value of any such hardware. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSS will reasonably assist in the transfer of the Client's data files, retained by CSS pursuant to this Agreement, to any other data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSS. Further, costs involved with any such transfer of data shall be borne by the Client.

4. FUNDING OUT PROVISION. The continuation of this agreement until May 31, 2026 shall be subject to the approval of the annual cost of this agreement by the Client as an approved item of the Client's Annual Budget. Should this agreement fail to be approved as an item in the annual budget, the Client will notify CSS in writing and the operation of this agreement shall fully terminate within thirty (30) days of the date of such notice is received or at an earlier date if so agreed by the parties of this agreement. Provided however, that the Client shall not during the stated term of this Agreement enter into any agreement or arrangement under the terms of which funds subject to the Client's control would be expended to provide the Client services provided under this agreement without paying to CSS all funds due under the terms of this agreement for its services rendered through the effective date of termination.

5. DUTIES. During the period or periods of CSS's retainer hereunder, CSS shall provide data processing services to the Client. CSS agrees to provide any necessary training to the Client's personnel, when, in the sole discretion of CSS, it will facilitate and expedite the intent of this Agreement and facilitate the provision of services contemplated hereunder. All support, installation and training associated with this installation are covered under the monthly fee stated in this Agreement.

The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed by **Attachment 1, NonExclusive License Agreement**, which is fully incorporated into this Agreement.

6. SPECIAL SERVICES. CSS will provide the Client with such special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services, provided that the Client and CSS agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

7. DATA FILES. The Client's data files and the data contained therein shall be and remain the Client's property and all existing data and data files shall be returned to it by CSS at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSS for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by CSS or commercially exploited by or on behalf of CSS, its employees or agents. CSS shall establish and maintain reasonable safeguards against the disclosure of information provided to CSS.

8. CONFIDENTIALITY AND PROTECTION OF CLIENT DATA. CSS shall establish and maintain reasonable safeguards against the destruction or loss of the Client's data in the possession of CSS, which safeguards shall at least meet the standards of safety maintained by the Client. CSS agrees not to reveal or disclose any information relating to any case in which services are provided under this Agreement without prior consent from the Client.

9. COMPENSATION AND INVOICING. Commencing June 1, 2025 and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereof, the Client shall pay to CSS monthly in advance at its office in Austin, Texas, as fees for its services a monthly sum of \$520.00 for each month during the period or periods of this Agreement.

Program access required:

- a. 722 Moody Ave., 6th Floor, Galveston, TX 77550
- b. 131 Pecan Dr., League City, TX 77573
- c. Remote Access
- d. 3 users and 3 viewers

10. EARLY TERMINATION.

By CSS: If the Client shall default in the payments to CSS provided for herein above, or shall fail to perform any other material obligation agreed to be performed by Client hereunder CSS shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within thirty (30) days after receipt of such written notice, CSS shall have the right with no further written notice to terminate this Agreement. In the event that any default (other than a payment default) requires more than thirty (30) days to cure, Client shall have a reasonable period to cure the default.

By Client: If CSS shall default and fail to perform any material obligations agreed to be performed by CSS hereunder, the Client shall notify CSS in writing of the facts constituting such default or failure. CSS shall cause such default or failure to be remedied within thirty (30) days after receipt of such written notice. If CSS does not cause such default or failure to be remedied within thirty (30) days after receipt of such written notice, the Client shall have the right, by further written notice to CSS, to terminate the Agreement. Nothing in this Agreement prevents the Client from extending additional time to CSS to cure the problem, at the sole discretion of the Client.

11. TIME REQUIREMENTS. It is not contemplated by the parties that CSS devote its efforts exclusively to the performance of this Agreement, and CSS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

12. INDEPENDENT CONTRACTOR. CSS shall at all times during the term of this Agreement be considered an independent contractor and not an employee of the Client. CSS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.

13. PAYMENT TO EMPLOYEES OF CLIENT. CSS warrants that no employee or agent of CLIENT has been retained to solicit or secure this contract and that CSS has not paid or agreed to pay any employee of CLIENT any fee, commission, percentage, brokerage fee, gift or any other

consideration, contingent upon the making of this contract or as an inducement for entering into this contract. The unauthorized offering or receipt of such payments may result in immediate termination of this contract by CLIENT.

14. NON-DISCRIMINATION. CSS warrants that it shall not discriminate against any employee or client of the Client on account of race, color, disability, religion, sex, ethnicity, age, or any other legally protected classification.

15. NOTICE. Any notice required to be given hereunder shall be in writing sent by registered mail to the last known business address of the parties. Said notice will be deemed to be received upon three (3) days after it is deposited, postage paid, into a United States mail receptacle or otherwise placed in postal channels.

16. ENVIRONMENT. The Client shall provide a suitable installation environment for the computer equipment utilized in connection with this Agreement, in accordance with the manufacturers requirements, a copy of which is available to the Client upon request in the event the Client does not provide a suitable environment or the Client's employees misuse or in any way abuse said equipment, the Client will be responsible for all costs associated with repair or replacement. In the event CSS provides computer equipment installed at Client's location then Client will provide insurance coverage and be responsible for all costs associated with repair or replacement.

17. CLIENT RESPONSIBILITIES. The Client agrees to fully cooperate with CSS and to make personnel available for the purpose of installation and training. The following is intended to supplement and clarify, but in no way limit or waive, Client responsibilities elsewhere herein identified:

A. Client agrees to appoint a Site Coordinator and to notify CSS of such appointment in writing within seven (7) days of executing this Agreement. The Site Coordinator shall act on the Clients behalf and make commitments pertaining to the service defined herein.

B. Client will make reasonable efforts to ensure appropriate individuals from all effected offices and departments will attend training sessions. Moreover, it is the responsibility of the Site Coordinator to announce and otherwise communicate to Client's personnel, scheduled training and installation activities.

18. LIMITATIONS. The parties are aware that there may be constitutional and statutory limitations on the authority of the Client to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Client's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the Client except to the extent authorized by the laws and constitution of the State of Texas.

19. MISCELLANEOUS. This Agreement shall be binding upon the successors and assigns of each party. Other than CSS's granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment furnished by CSS to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. Notwithstanding the foregoing, CSS may assign this Agreement to any successor in interest in connection with the sale of the assets or equity of CSS or any other event resulting in a change of control by giving Client at least thirty days prior notice. The Agreement, the License Agreement included as Attachment 1, shall collectively embody the entire agreement between the parties, but may be amended from time to time by the written consent of both parties. An official representative, employee or agent of the Client does not have the authority to amend this Agreement except pursuant to specific authority to do so granted by the Client. This Agreement shall be construed under the laws of the State of Texas, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

Executed this 9th day of June, 2025:

CLIENT

BY: 

NAME: Mark Henry

TITLE: County Judge

DATE: June 9, 2025

CSS

BY: 

NAME: James Redus

TITLE: President

DATE: 5-30-25

ATTACHMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, subject to and conditioned on Licensee's payment of fees and compliance with all other terms and conditions of this Agreement and the Professional Services Agreement, hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable ("License") to:

Galveston County Veterans Treatment Court, collectively "Licensee",

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached **CONTRACT**, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.

TERMS AND CONDITIONS

1. LICENSE

Licensee acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. ("CSS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number specified in **Professional Services Agreement** hereto. Licensee shall assign a unique User Identification Number to each authorized User, and shall provide to CSS a list of authorized Users and their User Identification Numbers upon request by CSS.

As specified in **Professional Services Agreement** hereto, CSS shall provide the Programs or access to them to Licensee based either on installation of the Programs by CSS at the Licensee's principal offices or such other location agreed upon in the Professional Services Agreement. Licensee shall be solely responsible for providing access to the Internet and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with CSS and do not pass to Licensee in whole or any part except as expressly provided herein. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets of CSS, the unauthorized disclosure of which would cause competitive and actual harm to CSS. For the purposes of this License, the term Programs shall include: any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in Professional Services Agreement hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; the Programs may be installed on only one (1) computer or server at any given time, unless otherwise provided in Professional Services Agreement. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used or accessed either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise, other than as expressly permitted in this License or in the Professional Services Agreement, and that Licensee shall ensure that only authorized Users may use or access the Programs.

Licensee may not grant sublicenses or other rights in the Programs to others, or assign or transfer this license to any third party. Licensee may not grant, allow or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any CSS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by CSS in the provision of any services to Licensee related to or depending on the Programs.

CSS shall have the right immediately to terminate this License if Licensee violates any of its provisions.

Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and

improvements thereof, whether provided to Licensee by CSS or by any third party, (i) are considered by CSS to be confidential and trade secrets; (ii) are provided to Licensee in strictest confidence; and (iii) are and remain the exclusive property and proprietary information of CSS. Title and full ownership rights, including copyrights or patents, in the Programs and any modifications or improvements provided or developed by CSS or on its behalf are and shall remain the sole property of CSS or, if licensed to CSS, of the relevant licensor as the relevant license may provide; and Licensee acquires no ownership, rights, title or other interest in or to the Programs hereunder. Licensee is not granted the right to create derivative works to the Programs; but any and all derivative works of the Programs, if and by whomever created, shall be the sole property of CSS or CSS's licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other proprietary designations or notices, or other proprietary or confidential legends or markings placed upon or contained within the Programs, or from any copies thereof.

2. TERM

This license shall be in effect from the date of execution of the associated CSS Professional Services Agreement until termination of that Contract, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by CSS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of CSS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of CSS's proprietary information, to return or destroy all copies of the Programs in Licensee's possession or under its control or right of control, as required herein, and to pay any fees or costs accrued and owing hereunder or under the Services Agreement as of such termination.

3. PAYMENTS

All license fees and any first year support fees, mobilization, user, multiple-site or other fees, along with any installation and training fees, whether specified herein or in an associated contract for services by CSS, shall be paid to CSS upon mutual execution of this License Agreement or as specified in Professional Services Agreement hereto or in such services agreement. Any other sums due hereunder shall be payable within thirty (30) days of Licensee's receipt of CSS's invoice therefore. Payment and interest shall be governed by Chapter 2251 of the Texas Government Code commonly referred to as the Texas Prompt Pay Act. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to CSS at its address specified above or at such address as may from time to time be designated by CSS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide CSS with a copy of the applicable tax exemption certificate.

4. SECURITY AND CONFIDENTIALITY; NO REPRODUCTION; RIGHT TO INJUNCTIVE RELIEF

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, that are stored, written or recorded on magnetic tape, disk or memory or in any other form or on any other media, are not made available, and access is not provided or permitted, by the Licensee or by any of its employees, officers, principals, agents or representatives to any organizations or individuals not licensed hereunder to make use thereof. Licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To use and access the Programs solely at the place of installation specified in Professional Services Agreement to this License Agreement.

- b. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever without prior written consent of CSS, except as may reasonably be required for archival or security storage purposes.
- c. To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.
- d. To effect security measures that are reasonably calculated to safeguard the Programs from theft or unauthorized access.
- e. To maintain and reproduce CSS's copyright notice and any other notices, legends or designations on all materials or copies related to or part of the Programs on which CSS displays such copyright or other notice, legend or designation, including any copies made pursuant to this License Agreement.
- f. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or allow any other person to do so in any way or manner without the prior written authorization of CSS.

g. **CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.**

Any modifications or enhancements to the Programs, or any other Program-related material provided by CSS to the Licensee, shall be subject to all conditions and restrictions contained in this Agreement. Licensee acknowledges that CSS has gone to considerable time, trouble and expense to develop the Programs and that CSS would suffer great and irreparable harm and damage, including competitive disadvantage, by any unauthorized copying, reproduction, dissemination, or other unauthorized use of the Programs. Licensee further acknowledges that such action may cause significant commercial damages to CSS which may be difficult or impossible to quantify. **Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available to CSS, CSS shall be entitled to equitable relief including but not limited to temporary restraining orders entered without notice to Licensee or a prior opportunity for Licensee to defend, and preliminary (or temporary) and permanent injunctions, to compel strict compliance with the terms of this License.**

5. LIMITATION OF LIABILITY.

IN NO EVENT WILL CSS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CSS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL CSS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO CSS UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$500,000, WHICHEVER IS LESS.

6. TERMINATION

Upon termination of this License for any reason, Licensee shall promptly uninstall, delete or otherwise permanently remove all copies of the Programs from any and all computers and storage devices or media of any kind in Licensee's possession or under its control or right of control on which a copy may reside (hereinafter); and deliver to CSS all copies of the Programs including all materials related thereto that are in Licensee's possession or under its control or right of control, whether or not provided by CSS hereunder, or copied or created by Licensee or its employees, agents or representatives, in whatever form and on whatever medium made, recorded or stored, together with all portions, reproductions, and modifications thereof, pertaining to the Programs; and shall also warrant in writing to CSS that all copies thereof have been deleted from all of Licensee's equipment (or other equipment in Licensee's possession or under its control or right of control) and either destroyed or returned to CSS as required hereunder. Within ten (10) days of request by CSS, Licensee shall certify in writing to CSS that, to the best of Licensee's knowledge, the original and all copies, in whole or part, of the Programs, in Licensee's possession or under its control or right of control, including all related materials and copies, have been deleted, destroyed or returned to CSS. In addition, all documentation, listings, notes or other written material pertaining to the Programs shall be returned to CSS or deleted or destroyed and so certified in writing by Licensee.

CSS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that the Licensee (i) fails to pay CSS in full any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to comply fully with any of the Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or comply fully with any other material term or obligation set forth in this License Agreement. CSS's right of termination shall be in addition to any other right or remedy it may have at law or in equity.

This License shall immediately and automatically terminate upon any offer or attempt of Licensee to: assign, sublicense or otherwise transfer it in whole or part, or any rights granted herein, to any third party, or to assign, condition or avoid any obligations imposed herein, without the express written consent of CSS; or upon any such assignment or transfer, condition or avoidance, or right or option thereto, of any kind, actual or constructive, whether by operation of law, lawful order or otherwise, including without limitation appointment of a receiver or a trustee in bankruptcy or an assignment in favor of Licensee's creditors.

CSS reserves the right immediately to terminate this License if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or any part thereof, are asserted against CSS, any relevant CSS licensor, or Licensee or any of Licensee's employees, officers, agents or representatives. Such determination shall be in the sole discretion of CSS. Termination on this basis shall be effective on notice in writing to Licensee by CSS, stating the reason for such termination.

7. NO WARRANTY

CSS PROVIDES THE PROGRAMS TO LICENSEE AS IS. CSS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR FUNCTIONALITY OF THE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE. CSS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED OR PROVIDED IN THE PROGRAMS WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE PROGRAMS OR THEIR OPERATIONS OR OUTPUT PRODUCTS OR FILES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL AGENTS. CSS DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS, ANY AND ALL RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED BY LICENSEE FOR USE WITH OR BY THE PROGRAMS, OR ON WHICH THE PROGRAMS OPERATE.

8. INDEMNIFICATION

(a) Indemnification by CSS. CSS shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Programs, or any use of the Programs in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights provided that Licensee promptly notifies CSS in writing of the claim, cooperates with CSS, and allows CSS sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Licensee agrees to permit CSS, at CSS's sole discretion, to (A) modify or replace the Programs, or component or part thereof, to make it non-infringing, or (B) obtain the right for Licensee to continue use. If CSS determines that none of these alternatives is reasonably available, CSS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee. This Section 8(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Programs in combination with data, software, hardware, equipment, or technology not provided by CSS or authorized by CSS in writing; (B) modifications to the Programs not made by CSS; or (C) third party software.

(b) INDEMNIFICATION BY LICENSEE. OMITTED.

SECTION 5 AND SECTION 8(a) SETS FORTH LICENSEE'S SOLE REMEDIES AND CSS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROGRAMS INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. EQUITABLE RELIEF

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to CSS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate CSS for such harm, and that injunctive relief directed against Licensee and in favor of CSS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which CSS may be entitled.

LICENSEE'S EXCLUSIVE REMEDY HEREUNDER IS TERMINATION OF THIS LICENSE AGREEMENT.

10. MISCELLANEOUS

a. Assignment. Licensee's rights to use the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee, or by operation of law or otherwise, without CSS's prior written consent and the execution of a new License Agreement.

b. Notices. Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

c. Severability. In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

d. Exclusive Agreement; Modification. This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs, and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

e. Open records requests. Should Licensee receive a request under the federal Freedom of Information Act ("FOIA") or any local or state open records act or regulation (collectively, "Open Records Acts") for disclosure, access to, or copying of any proprietary information provided by or belonging to CSS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify CSS, including notice in writing and a copy of the said request, so that CSS may determine what steps it may wish to take to protect such information. Time is of the essence in Licensee providing notice to CSS. If the applicable Open Records Act requires a governmental entity or other party contesting whether requested records are required to be disclosed under the Act to do or take any action within some specified time in order to initiate a determination by a judicial or other authority whether disclosure is required, client is required to take such actions as may be necessary or appropriate timely to initiate such process and avoid waiver of its or of CSS' rights to obtain such a determination, and to avoid by delay in informing CSS or in initiating such process materially prejudicing the practical ability of CSS to initiate such process and satisfy applicable requirements to obtain such a determination.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to CSS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the applicable Open Records Act thereby authorized to use, copy, or disseminate the materials without the express written consent of CSS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION (e) SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY CSS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

f. Costs; Attorneys Fees. In the event any action or claim is brought by CSS to interpret, apply or enforce this License Agreement, CSS shall be entitled to recover its costs of such action, including, without limitation, attorneys fees, expert fees, and court costs. Neither party may be compelled to arbitrate any claim arising under or related to this License Agreement without its written consent.

g. Survivability. The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the parties obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h. Governing Law. This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choice of laws provisions.

i. Forum Selection. Any suit brought by or against CSS arising under, concerning or related to this License Agreement may be brought only in the State of Texas; and jurisdiction and venue for any action arising under, concerning or related to this License Agreement or the related Professional Services Agreement shall be and lie exclusively in the state and county courts of Galveston County, Texas, or the United States District Courts of the Southern District of Texas, Galveston Division.

j. No Waiver of Rights. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k. Construction. Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to

include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise. In the event of conflict between words and numbers, the words shall control.

I. **Cooperation.** Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, this Nonexclusive License Agreement is executed to be effective as of the 9th day of June, 2025.

Licensee

Corrections Software Solutions

BY: 

BY: 

NAME: Mark Henry

NAME: James Redus

TITLE: County Judge

TITLE: President

DATE: June 9, 2025

DATE: 5-30-25