



JCMS.BASIC USE AGREEMENT

This JCMS.Basic Use Agreement is entered into by and between the Texas Conference of Urban Counties ("Urban Counties") and Collin County ("County" OR "Department") for the purpose of permitting Collin County to use JCMS.Basic in a hosted domain.

1. Urban Counties Responsibilities

- 1.1. Urban Counties will make JCMS.Basic available to Collin County for use in a hosted domain.
- 1.2. Urban Counties shall limit access to Collin County's confidential, proprietary information solely to those persons or entities to whom such disclosure is necessary to perform the purposes stated herein and/or to those persons or entities that are subject to the provisions of this agreement.
- 1.3. Urban Counties agree that under no circumstances shall Urban Counties permit disclosure, access, distribution, copying, review, or examination of Collin County's confidential or proprietary information by any other party not authorized herein.
- 1.4. Confidential, proprietary information provided by Collin County shall not be modified or marketed without the written authorization of Collin County.
- 1.5. All reasonable security precautions, at least as great as the precautions Urban Counties takes to protect its own confidential information, but no less than reasonable care, shall be taken by Urban Counties to prevent unauthorized use or disclosure of juvenile information.
- 1.6. Urban Counties shall cooperate with Collin County to regain possession and/or prevent unauthorized use or disclosure of juvenile information maintained in JCMS.Basic.
- 1.7. Either Party may terminate this Agreement upon 60 days written notice, or as permitted in section 3.7. Upon termination of this Agreement, Urban Counties shall return to Collin County its data maintained in JCMS.Basic. The data shall be provided in an industry-standard electronic format. Urban Counties shall work cooperatively with Collin County on the timing of the return of the data. At no time shall Collin County be denied access to or use of its data, except as permitted in section 3.7.

2. System Support

- 1.1. Support will be provided in accordance with the TechShare.Juvenile System Support Plan, the current version of which is attached.
- 1.2. The TechShare.Juvenile System Support Plan may be revised without prior notice to Collin County. The current version of the TechShare.Juvenile System Support Plan may be found on the TechShare website, www.cuc.org/TechShare/techshare.aspx

3. Collin County Responsibilities

- 3.1. Collin County acknowledges and agrees that data within JCMS.Basic will be accessible by other individuals and entities accessing JCMS.Basic and TechShare.Juvenile as permitted by Chapter 58, Texas Family Code.



- 3.2. Collin County and their representatives acknowledges and agrees that the purpose of access to the juvenile information and data is to perform juvenile justice system related functions.
- 3.3. Collin County agrees that JCMS.Basic shall not be used for any personal purposes, including entertainment, personal business or personal gain.
- 3.4. Collin County understands that access to, and transmission of, any data or material deemed to be a violation of any federal, state or local law or agency administrative rules is prohibited.
- 3.5. Collin County shall not access or distribute any information that is deemed confidential pursuant to Chapter 58, Texas Family Code, or other applicable federal or state statutes or rules, unless disclosure is specifically authorized by law.
- 3.6. Collin County shall safeguard access to JCMS.Basic and shall not provide access capabilities to anyone for any reason, unless authorized by law.
- 3.7. Collin County understands and acknowledges that violation of any of the preceding requirements may cause the immediate revocation of all access to JCMS.Basic granted to Collin County and/or individual users as reasonably necessary in the sole determination of Texas Conference of Urban Counties to prevent further violations. Upon revocation of access to JCMS.Basic for all users of [County of Department], data shall be returned to Collin County in accordance with section 1.7.
- 3.8. Collin County agrees that use of JCMS.Basic may be monitored or audited by various means, including monitoring or auditing that may occur without a JCMS.Basic user's knowledge or prior notice.
- 3.9. Collin County agrees that in the event it receives a request for information or other data belonging to another entity, Collin County must promptly notify the requestor that the county receiving the request is not the custodian of the requested information or data. Collin County must promptly notify the Texas Conference of Urban Counties of the request by sending notice to techshare@cuc.org.

4. Warranties and Liability

- 4.1. Urban Counties DOES NOT WARRANT THAT JCMS.BASIC WILL MEET ANY SPECIFIC REQUIREMENTS; THE OPERATION OF JCMS.BASIC WILL BE UNINTERRUPTED OR ERROR-FREE; ANY DATA SUPPLIED BY JCMS.BASIC WILL BE ACCURATE; OR THAT JCMS.BASIC WILL WORK WITH ANY 3RD-PARTY OR SUPPLEMENTAL SOFTWARE. FURTHER, Urban Counties DOES NOT WARRANT THE EFFICACY, FUNCTIONALITY, OR OPERATION OF JCMS.BASIC. JCMS.BASIC IS PROVIDED AS-IS, AND Urban Counties EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4.2. NEITHER PARTY SHALL HAVE LIABILITY WITH RESPECT TO THEIR OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, BREACH OF CONTRACT, BREACH OF

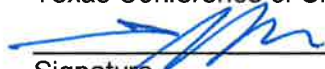


WARRANTY, INDEMNITY, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

5. Miscellaneous

- 5.1. This Agreement evidences the complete understanding and agreement of the parties related to the subject matter and supersedes and merges all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the parties related to the subject matter. This Agreement may not be modified except by a writing subscribed to by authorized representatives of the parties.
- 5.2. This Agreement and its performance shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws of such state or international treaties.
- 5.3. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given if mailed by certified First Class United States mail, postage pre-paid, or by commercial carrier (e.g., FedEx, UPS, etc.) when the carrier maintains receipt or record of delivery, addressed to the address stated below, or to the last address specified in writing by the intended recipient.
- 5.4. The waiver or failure of either party to exercise any right in any respect provided for in this Agreement shall not be deemed a waiver of any further right under the Agreement.
- 5.5. If for any reason a court of competent jurisdiction finds all or part of any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- 5.6. Unless otherwise specified herein, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- 5.7. The Parties agree that this Agreement is for the benefit of the parties and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

Texas Conference of Urban Counties



Signature

Donald Lee Executive Director

Printed Name and Title

7/23/13

Date

Collin County



Signature

Keith Self County Judge

Printed Name and Title

6/4/13

Date

