

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN  
COLLIN DEPARTMENT, TEXAS (JUVENILE) AND eHAWK INC.**

This Agreement is entered into this 20<sup>th</sup> day of September, 2023 between the Collin County Juvenile Probation Department, acting through the Collin County Juvenile Board (hereafter Department) and eHawk Inc, doing business at 4041 NE Lakewood Way, Suite 280, Lee's Summit, MO, (eHawk) (collectively hereinafter Department and eHawk referred to as "Parties")

WHEREAS, Department wishes to engage eHawk to provide technology for smartphone monitoring services;

WHEREAS, eHawk is willing to provide such services; and

WHEREAS, H. Lynn Hadnot is authorized to execute a contract for such services by the Collin County Juvenile Department;

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

**AGREEMENT**

1. **Term.** This Agreement is effective on October 1<sup>st</sup>, 2023 and shall continue for a period of twelve months, unless earlier terminated as provided herein.
2. **Services provided by eHawk and cost.** eHawk agrees to provide, at the cost of \$700 per month:
  - Smart phone applications available for iOS on the Apple App Store and for the android operating system on Google Play Store that will allow monitored individuals to provide data to a platform that is provided to the Department.
  - Unlimited training on the platform for all Department employees
  - Unlimited technical support for all participants added to the service
  - Monitoring Services and reporting

If requested by Collin County Juvenile Probation, eHawk will provide on-site training for personnel for a one-time fee of \$1,500.

3. **Billing** eHawk will bill Department at the end of each month of service and payment will be due 15 days after the bill is received.
4. **Assurances.**
  - a. eHawk is accountable for delivery of quality services and shall provide information necessary to enable Department to comply with standards of the Texas Juvenile Justice Department and to measure progress toward specified goals and outcomes, if applicable.

b. eHawk is hereby notified that state funds are used to pay for services rendered to Department. For this reason, eHawk shall account for the receipt and expenditure of all funds received from Department, and shall adhere to Generally Accepted Account Principles (GAAP) in the accounting, reporting and auditing of such funds. In the event of an investigation by the Texas Juvenile Justice Department or Collin County, eHawk shall submit to Department upon request a financial audit prepared by independent certified public accountant.

5. **Limitations of service and liability.** The service is a compliance service that monitors the participant through their iOS or Android smart phone. The service tracks locations at several intervals during the day and requires “check ins” which involve the application of fingerprints, and/or facial recognition. The service is designed to be a more efficient and comprehensive monitoring program than is commonly used. However, this service does not continuously track location and does not require a physical attachment to the body. While the system is designed to encourage full participation and identify participants who fail to comply with the monitoring agreement, a participant may break their phone, allow the phone to lose all battery power, fully power off their phone, give their phone to another individual, attempt to spoof their actual location, attempt to deceive the fingerprint or facial recognition technology, turn off location services, or simply leave their phone in another location. Further, a participant’s phone and service may, at times, not provide accurate location data for technical reasons beyond eHawk’s control. The Department agrees that it understands the scope and limitations of the service. Further, Department understands that the service depends upon certain technology and third parties beyond eHawk’s control. eHawk’s liability to Department and/or any participant will be limited to activity entirely within its control and eHawk will not be liable to Department and/or any participant for any amount in excess of the amount paid by said Department and/or participant directly related to that participant.
6. **Individual Participation Agreements.** Department agrees that it will require a participant agreement for each individual participating in the monitoring service that, at a minimum, will require that the participant 1) comply with the terms and conditions of the App; 2) will not attempt to provide any false information to the App; and 3) will not attempt to circumvent the intended use and functionality of the App.
7. **Use of Data.**
  - 7.1. The Department agrees that the data provided to the platform by eHawk will be used in a manner consistent with and limited to the order and/or agreement for monitoring, the data is not to be used for general law enforcement purposes or other purposes outside of those specific to the monitoring order or agreement, and the data will only be shared with approved individuals for a legitimate purpose consistent with the order for monitoring. The Department understands that its approved individuals will have the ability to review data on the platform and also to make changes relating to the supervision of participants. eHawk is not responsible for the use of the platform by Department’s approved individuals. The Department agrees that it will utilize the platform as intended and will not attempt to save,

maintain, database, index, transfer, or journal the data outside of the platform unless by written agreement with eHawk. Department understands that all of the data relating to the service will be made available to Department for the length of the agreement and for 3 years beyond and eHawk will provide a copy of all of the data relating to the service to the Department at the Department's request.

7.2. eHawk may anonymize data relating to this agreement and provide analytics for benefit of law enforcement, probation and parole, or academic purposes by separate agreement. Department understands that eHawk will provide non-anonymous data if presented with valid warrant or subpoena and for service of legal process. Department agrees that eHawk may provide certain data across jurisdictions for certain purposes including, but not limited to service of process, identification of prior arrests or participation in the service, and confirmation of proper identity. Department will have access to such data from other jurisdictions at no additional cost.

8. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and Department representative are:

Department:	H. Lynn Hadnot
Title	Director, Juvenile Probation
Address:	4690 Community Avenue, Suite 100 McKinney, TX 75071
eHawk:	eHawk Solutions
Address	4041 NE Lakewood Way, Suite 280 Lee's Summit, MO 64064
ATTN:	Ted Green

9. **Default and Termination.** The failure of the parties to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision which gave rise to the claimed default. If the default is not cured within 30 days, then the non-defaulting party may terminate the agreement.

10. **Funding.** Agreements funded in whole or in part with grant funds shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

11. **Non-disclosure.** All parties to this agreement understand that disclosure of confidential or proprietary information may be necessary to fulfill the provisions of this agreement. The receiving party agrees to take all reasonable precautions to protect any confidential or

proprietary information such information.

12. **Intellectual Property**. Any and all intellectual property owned by a party to this Agreement prior to the date of this Agreement shall continue to be owned by such party.
13. **Representation and Warranties of eHawk**. eHawk represents and warrants to the Department that the execution, delivery and performance by eHawk of this contract has been duly authorized by all necessary corporate action and no further corporate action is necessary to authorize the execution of this agreement; there is no litigation known or threatened against eHawk that would impact this agreement; and eHawk has not and will not enter into any agreement that purports to grant a security interest to any person or entity relating to any product or service included in this agreement.
14. **Brokers**. The parties to this Agreement (a) represent and warrant to the other party that it has retained no finder or broker in connection with the transactions contemplated by this Agreement.
15. **Exclusivity**. For the term of this Agreement, the Department agrees that eHawk will be its exclusive partner for any electronic monitoring of individuals that utilizes a smartphone as a component to the monitoring service.
16. **Entirety of Agreement**. This Agreement hereto constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and specifically supersedes any prior agreement, arrangement, or understanding between the parties regarding such subject matter. All section and exhibit references herein, unless specifically indicated otherwise, refer to sections of or exhibits to this Agreement.
17. **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
18. **Headings; Exhibits and Schedules**. The headings of the sections, subsections, and paragraphs of this Agreement have been added for convenience only and shall not be deemed to be a part of this Agreement. The schedules and exhibits attached hereto are incorporated herein by reference in this Agreement.
19. **Amendments and Waivers**. This Agreement may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of each party to be bound thereby. No provision of this Agreement shall be deemed to have been waived except if such waiver is contained in a written notice given to the party claiming such waiver has occurred, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.
20. **Counterparts; Facsimile or Electronic Transmission**. This Agreement may be executed in one or more counterparts, all of which will constitute one and the same instrument. This

Agreement may be delivered by facsimile transmission or by scanned e-mail transmission. This Agreement will be considered to have been executed by a person if there exists a photocopy, facsimile copy, or a photocopy of a facsimile copy of an original hereof or of a counterpart hereof which has been signed by such person. Any photocopy, facsimile copy, or photocopy of facsimile copy of this Agreement or a counterpart hereof will be admissible into evidence in any proceeding as though the same were an original.

21. **Interpretation.**

21.1. **Directly or Indirectly.** Any provision of this Agreement which refers to an action which may be taken by a party hereto, or which a party hereto is prohibited from taking, shall include any such action taken directly or indirectly by or on behalf of such party, including by or on behalf of any affiliate or agent of such party.

21.2. **No Presumption.** In the event that any claim is made by any party hereto relating to any conflict, omission, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or its counsel.

21.3. **References to this Agreement.** References to numbered or lettered articles, sections, and subsections refer to articles, sections and subsections, respectively, of this Agreement unless otherwise expressly stated.

21.4. **Person.** Except as otherwise expressly provided in this Agreement, all references to the word "person" in this Agreement include individuals, partnerships, corporations, limited liability companies, trusts, and any other legal entities or associations.

22. **Governing Law; Venue.** The construction and interpretation of this Agreement shall at all times and in all respects be governed in accordance with the laws of the State of Texas. Venue shall be in Collin County, Texas.

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**eHawk, Inc.**

By: 

Date: 9.19.23

Collin County Juvenile Probation Department

By:   
H. Lynn Hadnot