

## SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this “**Agreement**”) is made effective as of September 17<sup>th</sup>, 2024 (the “**Effective Date**”), by and between COLLIN COUNTY GOVERNMENT (“**Collin County**”), and Corrections Software Solutions, LP, a Texas limited partnership company (“**VENDOR**” or “**CSS**”). VENDOR and Collin County are individually a “**Party**” and collectively the “**Parties**.”

A. VENDOR owns an Internet-based application known as Case Management System (the “**Software**”).

B. Collin County desires to obtain a non-exclusive license to the Software via the Internet.

C. This Agreement sets forth the terms and conditions on which VENDOR shall provide, and Collin County shall receive, the functionality made available by the Software via the Internet (the “**Subscription Services**”).

In consideration of the terms and conditions of this Agreement and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** The following definitions apply for purposes of this Agreement:

1.1 “**CIO**” means the then-current Chief Information Officer of Collin County.

1.2 “**Confidential Information**” means all information and materials (tangible and intangible) disclosed by Collin County to VENDOR. For the avoidance of doubt, all Collin County Data shall be the Confidential Information of Collin County.

1.3 “**Consent**” means the prior, express, and written consent of a Party, which consent may be withheld, delayed, or conditioned in such Party’s sole discretion.

1.4 “**Collin County Data**” means all data entered by Collin County, or received by VENDOR, as part of, or in connection with, Collin County’s use of the Subscription Services.

1.5 “**Director**” means the then-current Director of Collin County’s CSCD Department.

1.6 “**Error**” means a failure of the Subscription Services to perform as intended and/or with VENDOR’s documentation for the Subscription Services.

1.7 “**Major Incident**” means an Error that has a critical impact on the use of, or access to, the Subscription Services, resulting in the inability to continue to use or access the Subscription Services as required or intended. There is no reasonable workaround, and such Error is potentially catastrophic in nature. The business impact to Collin County is severe, creating a stop point in major and essential business processes. Essential business processes of the Subscription Services cannot continue until a solution to the Error is implemented.

1.8 “**Minor Incident**” means an Error that has a moderate restriction on the use of, or access to, the Subscription Services, resulting in the restricted ability to continue to use or access the Subscription Services as required or intended.

1.9 “**Operating Hours**” means the operating hours as identified by the Director and is subject to change by such director upon thirty (30) days prior notice to VENDOR.

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1.10 **“Routine Incident”** means an Error that has a slight restriction on the use of, or access to, the Subscription Services, resulting in the ability to continue to use or access the Subscription Services as required or intended.

1.11 **“Request for Proposal”** or **“RFP”** means the Collin County Purchasing #2023-400 CSCD Case Management Software issued on January 23, 2024.

1.12 **“Resources”** means any and all hardware and software necessary to provide the Subscription Services, including servers owned and/or controlled by VENDOR.

1.13 **“Support”** means VENDOR’s being available to (i) answer questions from, and provide general advice to, Collin County concerning the Subscription Services and (ii) receive reports from Collin County of possible Errors concerning the Subscription Services and using best efforts to correct such actual Errors.

1.14 **“Third Party”** means a person or entity that is not a Party.

1. **Subscription Services.**

1.1 **Access and Use.** VENDOR grants to Collin County a limited, non-exclusive, and non-transferable license to access and use the Subscription Services for the Term. Subject to Collin County’s obligations herein, VENDOR shall be solely responsible for the operation and maintenance of the Resources, including maintaining, backing- up, and providing security for the Resources. VENDOR may not subcontract, delegate, or assign the provision of any portion of the Subscription Services to any Third Party without Collin County’s Consent, and in the event such Consent is obtained by VENDOR from Collin County, VENDOR shall enter into a written agreement with the applicable Third Party for the provision of such services and shall promptly provide a copy of each such written agreement to Collin County.

1.2 **Collin County Hardware.** Collin County shall be responsible for providing high-speed Internet connection, hardware, and software that is compatible with the Subscription Services (the **“Collin County Environment”**). If upgrades to the Resources require Collin County to upgrade the Collin County Environment, then VENDOR shall notify Collin County in writing at least ninety (90) days in advance of such upgrade.

2. **Collin County Data.**

2.1 **Ownership and Use.** Collin County shall own all right, title, and interest in and to the Collin County Data, including all intellectual property rights in and to the Collin County Data. VENDOR may use the Collin County Data only as expressly required in order to provide the Subscription Services. VENDOR may not add, delete, update, or otherwise modify the Collin County Data, unless expressly authorized by Collin County in writing. VENDOR disclaims any and all rights in and to the Collin County Data. VENDOR shall keep all Collin County Data confidential and secure behind a firewall and shall maintain regular backups of the Collin County Data, all of which shall be based on industry best practices. All frontend application endpoints are protected by an Azure Web Application Firewall networks are segmented and all data is transmitted with a minimum of TLS 1.3 and FIPS 140-2+ encryption.

2.2 **Access by Collin County.** Collin County shall have ability to access and retrieve the Collin County Data at any time. In addition and at no cost to Collin County, VENDOR shall make available to Collin County the use of SFTP (or secure file transfer portal) for purposes of retrieving a copy of the Collin County Data (i) within 24 hours of any such request and (ii) on a weekly basis. Without limiting foregoing, in the event of an emergency or time sensitive situation, VENDOR shall permit

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Collin County full access to the Collin County Data in accordance with the following:

(a) The Director and/or CIO will contact VENDOR during any emergency or time sensitive event, as determined in Collin County’s sole discretion, in order to access and retrieve the Collin County Data;

(b) VENDOR shall immediately contact the Director and the CIO in the event VENDOR believes that an emergency with respect to the Collin County Data has occurred and or may occur;

(c) In the event of an emergency or time sensitive situation, as determined in Collin County’s sole discretion, VENDOR shall make available to Collin County the use of SFTP (or secure file transfer portal) and/or other means of retrieving the Collin County Data.

2.3 Destruction. VENDOR will provide the ability to dispose of, and/or destroy, Collin County Data upon request of Collin County in order to meet required retention schedules allowable by the law. VENDOR shall not retain or make additional copies of the disposition record residing in other locations or cloud environments making the record subject to disclosure upon any public record request or in the event of litigation. Notwithstanding any provision to the contrary, if records shall be the property of Collin County. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five (5) years with the following qualification: If any audit, litigation or claim is started before the expiration of the five (5) year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after Collin County has made the final Payment in accordance with this Agreement. At the end of the five (5) year period, VENDOR will request disposition instructions from Collin County.

2.4 Return. In connection with the termination of this Agreement, VENDOR shall provide all of the Collin County Data to Collin County in accordance with the following:

(a) All Collin County Data shall be provided through SFTP (secure file transfer protocol) sixty (60) days prior to the termination date of this Agreement;

(b) All Collin County Data shall be provided back in delimited file format or other mutually agreed upon format;

(c) All Collin County Data shall be destroyed by VENDOR upon termination, which includes all backups and/or copies of the Collin County Data in other environments or locations; and

(d) Collin County reserves the right to conduct one or more audits to ensure that all Collin County Data has been destroyed in the cloud and/or other environments or locations.

2.5 Data Breach. If VENDOR experiences a data breach or unauthorized access to the Collin County Data, VENDOR will immediately notify the Director and the CIO. Within two weeks of such breach, detail notification is required and shall include the nature of the breach, the data comprised, the involving parties, mitigation efforts, and corrective actions to be taken by VENDOR. Unless Collin County, TDCJ or any of their affiliates is directly responsible for such breach, VENDOR shall be solely responsible for all expenses related to any data breach or unauthorized access to the Collin County data and shall be by liable for all damages, fines, to include litigation cost. Except as set forth above, Collin County shall not be responsible for any expense associated with data breaches or unauthorized access while the Collin County Data is residing in VENDOR cloud services.

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2.6 Location of Backups. Backups of Collin County Data are managed by an Azure Backup Policy as well as replicated within Azure Site Recovery. Collin County Data is maintained in the State of Texas, however, back ups are maintained by Microsoft outside the State of Texas. VENDOR shall notify Collin County if it chooses to change to another vendor other than Microsoft or its partners.

2.7 FedRAMP Compliance. Microsoft Azure is in compliance with FedRAMP.

2.8 Disaster Recovery. VENDOR shall provide required disaster recovery and business continuity plans to the Director and the CIO, which plans must be agreed upon and plans must meet government requirements.

3. Support.

3.1 Upgrades. VENDOR shall provide regular upgrades to the Subscription Services and shall schedule each such upgrade in advance with Collin County. For application source releases, excluding hotfixes or patches, we follow a monthly release schedule. This ensures that our clients benefit from regular enhancements, new features, and optimizations while maintaining stability and reliability. Additionally, for CSS Viewer updates, we adhere to a bi-annual release cycle.

3.2 Distribution of New Releases. Release methodology is based on severity:

(a) Level 1: Normal Severity (At Completion / Release): (i) Document or report change requests, (ii) General inquiries, feature requests, and minor software configuration issues, and (iii) Non-critical user interface inconsistencies or cosmetic defects that do not affect functionality.

(b) Level 2: Moderate Severity (Patched): (i) Functionality issues that cause inconvenience but do not prevent the software from operating, (ii) Non-critical defects affecting a limited number of users, and (iii) Software performance degradation that does not severely impact overall operations

3.3 Help Desk. VENDOR shall be available by telephone to provide support to Collin County on a 24/7 basis as follows:

(a) Business Hours: CSS provides access to a Customer Help Desk website that allows for the department to log tickets. A 1-800 number is also provided to the department. Normal support hours are 7am to 6pm CST.

(b) Outside Business Hours: However, if a high priority ticket is logged outside of the normal business hours, CSS staff will be notified and immediately addressed.

3.4 Support Requests. Upon VENDOR's receipt of a support request (a "*Support Request*"), VENDOR shall (i) log such Support Request in VENDOR's support log, (ii) assign such Support Request a unique tracking number, and (iii) use reasonable attempts to promptly address the Support Request. VENDOR shall continuously manage the Support Request until resolved.

3.5 Response Times. Upon VENDOR's receiving a Support Request regarding a possible Error, VENDOR shall designate such possible Error as being (i) a Major Error, (ii) a Minor Error, or (iii) a Routine Error. VENDOR shall address such possible Error in accordance with the following:

(a) Major Error. VENDOR shall (i) respond to Collin County by telephone within two hours (on a 24 hours, seven days a week basis) following VENDOR's receiving a Support Request regarding a Major Error and (ii) assign the appropriate personnel to commence efforts to correct the Error. If the Error is not corrected within one business day following VENDOR's receiving the Support

Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

(b) Minor Error. VENDOR shall (i) respond to Collin County by telephone within four business hours following VENDOR's receiving a Support Request regarding a Minor Error and (ii) assign the appropriate personnel to commence efforts to correct the Error. If the Error is not corrected within two (2) business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each business day thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

(c) Routine Error. VENDOR shall respond to Collin County by telephone within two (2) business days following VENDOR's receiving a Support Request regarding a Routine Error. VENDOR shall thereafter assign the appropriate personnel to commence efforts to correct the Error in accordance with VENDOR's standard Error correction efforts for Routine Errors. If the Error is not corrected within ten (10) business days following VENDOR's receiving the Support Request, then VENDOR shall telephone the Director (and at least once each five (5) business days thereafter until the Error is corrected), describe in detail the efforts underway, and give a status report.

4. Service Levels.

4.1 Description. VENDOR shall comply with the following service levels (the "*Service Levels*"):

(a) VENDOR shall cause the Subscription Services to be available 99.999% of the time during Operating Hours as measured on a rolling thirty day (30) period basis (the "*Availability*").

(b) VENDOR shall provide Collin County the required level of performance and response time to the Subscription Services in order for Collin County to conduct Collin County's business efficiently and effectively, but in no event, less than the response times set forth in Section 3.5.

(c) VENDOR shall notify, at least one day in advance, the Director and the CIO for all scheduled outages. All scheduled outage notification must include the start and completion dates, time, impact, risk, back out plan of the schedule outages, and any technology updates that impact (or will impact) Collin County at any time. VENDOR shall notify the Director and the CIO of all unscheduled outages immediately when such outage occurs. VENDOR will provided the Director and the CIO within two hours the details of the unscheduled outages, to include, impact to the County and resolution. VENDOR shall use commercially reasonable efforts to avoid unscheduled outages .

(d) VENDOR will provide the proper infrastructure and other Resources and security to properly maintain access to Collin County Data and the Subscription Services.

5. Fees. Collin County shall pay VENDOR the amounts set forth in Schedule 1 (the "*Fees*") in accordance with the payment terms and conditions contained therein including any permitted increases in Fees. Payments will be made in accordance with Government Code Sec. 2251.021.

6. Confidentiality.

6.1 Use and Disclosure. Without the Consent of Collin County or as otherwise contemplated by this Agreement, VENDOR shall never disclose, copy, or use any Confidential Information in any manner.

6.2 Degree of Care and Ownership. VENDOR shall treat the Confidential Information



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with the same degree of care as VENDOR accords to VENDOR’s own Confidential Information, but in no case less than reasonable care. VENDOR shall promptly advise Collin County if VENDOR learns of any unauthorized use, disclosure, or copying of Confidential Information. Collin County shall continue to own all of the Confidential Information. VENDOR shall promptly return to Collin County all Confidential Information in VENDOR’s possession or control upon the earlier to occur of (i) a written request by Collin County or (ii) termination of this Agreement for any reason by any Party.

6.3 **Remedies.** A breach of this Section 7 by VENDOR may cause irreparable harm and injury to Collin County for which money damages are inadequate. In the event of such breach, Collin County shall be entitled to seek injunctive relief, without the requirement of posting a bond or any other security, in addition to all other available remedies.

7. **Audits.** The Director and the CIO reserve the right to request third-party audits and/or certifications related to infrastructure and security, including penetration testing and vulnerability assessments, of the Subscription Services at the sole cost and expense of Collin County. All reports from these audits will be provided to Collin County. Collin County, or a Third Party provider selected by Collin County, has a right to perform an onsite inspection of VENDOR’s cloud, infrastructure, and security practices on a specified basis. Collin County has the right to review the Resources and security specifications in written format. Collin County has the right to audit the performance records of the Subscription Services, as well as access to daily and weekly service quality statistics. Notwithstanding any provision to the contrary VENDORS whose total funding from Collin County (CSCDs) statewide exceeds \$100,000 must provide an independent audit on the funds received for each fiscal year (September 1 – August 31). These audits must be submitted to TDCJ-CJAD by December 31 following the end of the fiscal year. VENDOR agrees that Collin County may provide TDCJ with access to Collin County data or the Subscription Services as necessary for the conduct of any TDCJ audit. Such access shall only require prior written notification to VENDOR

8. **Indemnification.** To the fullest extent allowed by law, VENDOR shall reimburse, defend, indemnify, and hold harmless Collin County and Collin County’s affiliates and Collin County’s and Collin County’s affiliates’ partners, officers, employees, contractors, and agents for, from, and against any and all third party claims, damages, losses, deficiencies, liabilities, penalties, charges, costs, and expenses resulting from, relating to, or arising out of, any claims that the Software or Subscription Services violate, misappropriate, or infringe any Third Party’s intellectual property rights.

9. **Term and Termination.**

9.1 **Term.** Commencing on the September 17, 2024 through September 16, 2026 with three (3) one (1) year optional renewals. Transitional Period: Upon normal completion of this Agreement, not to include termination for default, and in the event that no new Agreement has been awarded by the original expiration date of the existing Agreement including any extension thereof, it shall be incumbent upon the VENDOR to continue the Agreement under the same terms and conditions until a new Agreement can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing Agreement and any extension thereof. This Agreement shall be effective for an initial term beginning on the Effective Date and ending at 12:01 a.m. on the second anniversary of the Effective Date (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically renew for subsequent terms of one (1) year each (each a “**Renewal Term**” and, along with the Initial Term, the “**Term**”), unless terminated by either Party at least 90 day prior to the end of the then-current Term.

9.2 **Termination.** Either Party may immediately terminate this Agreement by giving written notice to the other Party if such other Party is in material breach of this Agreement and fails to cure

such material breach within thirty (30) days following receipt of written notice from the non-breaching Party of such breach. Notwithstanding the foregoing thirty (30) day cure period, Collin County may immediately terminate this Agreement by giving written notice to VENDOR if VENDOR breaches (and fails to cure such breach) Section 7. Notwithstanding the foregoing, if Collin County asks for a return of its Confidential Information and no material breach of Section 6 has occurred and is continuing, Collin County shall be responsible for the payment of all remaining fees under this Agreement as if an improper termination of the Agreement has occurred.

10. **Administration and Fiscal System.**

10.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this Agreement.

10.2 Conflict of Interest. VENDOR shall develop and implement written internal policies that may be reviewed by the Collin County to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being motivated by a desire for personal gain or gain by a family member.

10.3 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to Collin County and TDCJ-CJAD the following:

- (a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to Collin County and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

10.4 Withhold Payments. The Collin County may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the Collin County within thirty (30) days following the final date of the contact period, or at the Collin County's option, within thirty (30) days following Collin County's delivery to VENDOR a notice that amounts paid are to be returned to Collin County.

10.5 Specific Measures. All terms of this Agreement are subject to monitoring and verification; however, the VENDOR must have available for Collin County's inspection records to support performance of those measures outlined in Article I herein.

10.6 Misspent Funds. If Collin County reimburses VENDOR for any business expenses that are reasonably deemed by Collin County or its designee to be contrary to this Agreement and

inappropriate, **VENDOR** will refund Collin County such expenses.

10.7 Use of Data. **VENDOR** shall not provide or use the Collin County Data for corporate gain, statistical use, or provide the Collin County Data to any other organization or person without the Consent of the Director.

11. General.

11.1 Relationship of Parties. Nothing in this Agreement shall create or be deemed to create the relationship of partners, joint ventures, employer-employee, joint employees, or principal-agent between the Parties. Neither Party shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other Party or to bind the other Party in any manner whatsoever nor shall either Party make any representation, warranty, covenant, agreement, or commitment on behalf of the other Party.

11.2 Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and the Parties' respective successors and permitted assigns. This Agreement may be changed, waived, or discharged only pursuant to a written agreement between the Parties. The waiver or failure of a Party to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement by such Party. Each Party shall pay all of such Party's own expenses relating to the negotiation and preparation of this Agreement, including the fees and expenses of such Party's counsel.

11.3 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.4 Notices. Any notices or communications to be given under this Agreement by a Party to the other Party shall be deemed to have been duly given if given in writing and (i) personally delivered, (ii) sent by nationally recognized overnight courier, (iii) or (iv) sent by electronic mail (with confirmation through any of methods (i), (ii), or (iii) above), in each case, at the address for such other Party set forth on the signature page. Notices delivered personally, by courier, or by electronic mail shall be deemed communicated as of actual receipt (or refusal) by the addressee. Any Party may change such Party's address for notice under this Agreement by giving prior written notice to the other Party of such change in the manner provided in this Section 11.4. All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by the Parties, (a) unless such notices or other publicity are mandated by law and (b) except that **VENDOR** shall be entitled to announce and refer to Collin County as a licensee and client of **VENDOR**.

Notice to Collin County:

- o Purchasing Department  
2300 Bloomdale #3160  
McKinney, Texas 75071
  
- o Collin County Administrator  
Yoon Kim  
2300 Bloomdale #4192



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McKinney, Texas 75071

Notice to VENDOR:  
Corrections Software Solutions, LP  
James Redus, President  
316 North Lamar Blvd.  
Austin, Texas 78703

11.5 Governing Law. This Agreement shall be performed in, governed by, and construed and enforced in accordance with the laws of the state of Texas, without regard to Texas' conflict of laws principles. Venue for any dispute between the Parties shall be in state court in Collin County, Texas.

11.6 Entire Agreement. This Agreement (i) embodies the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and (ii) supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be signed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed or .pdf copies of manually signed signature pages to this Agreement are fully binding and enforceable without the need for delivery of the original manually signed signature page. This Agreement does not create, and shall not be construed as creating, any right enforceable by anyone not a Party. VENDOR shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

11.7 Interpretation. In the interpretation of this Agreement, except where the context otherwise requires, (i) "including" or "include" does not denote or imply any limitation, (ii) "or" has the inclusive meaning "and/or," (iii) "and/or" means "or" and is used for emphasis only, (iv) "\$" refers to United States dollars, (v) the singular includes the plural, and vice versa, and each gender includes each other gender, (vi) captions or headings are only for reference and are not to be considered in interpreting this Agreement, and (vii) "Section" refers to a section of this Agreement, unless otherwise stated in this Agreement.

11.8 Survival. This Section 11 and Sections 1, 3, and 7 through 9 shall survive termination of this Agreement.

11.9 Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

11.10 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

11.11 Insurance. VENDOR agrees to maintain commercial insurance in such coverages and amounts as set forth in the original bid packet. VENDOR shall provide proof of insurance to Collin

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County within a reasonable time following a request.

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This Agreement is entered into by the Parties to be effective on the Effective Date.

**VENDOR:**

**Corrections Software Solutions, LP**

By: 

Name: James Redus

Title: PRESIDENT

Address:

Corrections Software Solutions, LP  
316 North Lamar  
Austin, Texas 78703  
Attn: James Redus

**COLLIN COUNTY:**

**COLLIN COUNTY GOVERNMENT**

By: 

Name: Leticia Gibbs

Title: Director

Address:

Purchasing Department  
2300 Bloomdale #3160  
McKinney, Texas 75071

Collin County Administrator  
Yoon Kim  
2300 Bloomdale #4192  
McKinney, Texas 75071

**Attachments:**

Schedule 1      Fees  
Exhibit A      License Agreement

**Schedule 1**

**Fees**

1. **Vendor Rates.** Collin County agrees to make Payments to VENDOR for the delivery of Services, not to exceed **\$93.00 per user per month** upon execution and until August 31, 2025. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at Collin County’s discretion, based on needs and circumstances that arise within the overall Collin County program. This license is for 112 users.

2. **Software Cost**

Licensing Fees	<b>Monthly Service fee of \$10,416 or \$124,992 for Year 1</b>
First year annual maintenance	<b>Included in Licensing Fee</b>
Annual maintenance cost for each year for years 2-5	<b>Licensing Fee First 5 Years: Year 1 = \$124,992 Year 2 = \$124,992 Year 3 = \$131,242 Year 4 = \$131,242 Year 5 = \$131,242</b>
Optional - Cost for Cloud-Based Solution for year 1	<b>Included in Licensing Fee</b>
Optional - Cost for Cloud-Based Solution for each year for years 2-5	<b>Included in Licensing Fee</b>

3. **Implementation Services.**

Installation and Configuration	<b>Included in Licensing Fee</b>
Project Management	<b>Included in Licensing Fee</b>
Testing	<b>Included in Licensing Fee</b>
Data Migration	<b>Included in Licensing Fee</b>
Training	<b>Included in Licensing Fee</b>
Post Go-Live Support	<b>Included in Licensing Fee</b>
Not to Exceed Travel Cost	<b>Included in Licensing Fee</b>

**EXHIBIT A  
LICENSE AGREEMENT**

**1. LICENSE**

Collin County (“Licensee”) acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. (“CSS” or “VENDOR”) 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 **Subscription 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 **Subscription 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 Subscription 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 **Subscription 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.

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**LICENSEE:**


**Collin County Government**

By:   
Name: Leticia Gibbs  
Title: Director

Date: 9-4-24

**CSS:**

**Corrections Software Solutions, LP**

By:   
Name: James Redus  
Title: President  
Date: 9/3/24