

Genesis eBonds Licensing and Service Provider Agreement

THIS LICENSING AND SERVICE PROVIDER AGREEMENT ("Agreement") is effective as of the "Service Go Live Date" and between GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, TX 75703 ("Genesis") and the State of Texas, Collin County, Sheriff's Office identified below (the "County" or "Customer").

This Agreement consists of Licensing and Services, the Terms and Conditions which are incorporated and made a part of this Agreement. This Agreement supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of the Agreement. Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings. This Agreement may be changed or modified only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original.

Duration: Agreement will begin on the Service Go Live Date and continue for 12 months and continue through the last day of the 12th month after the Service Go Live Date.

Contacts:

State of Texas
County of Collin
Sheriff Jim Skinner
Asst. Chief Johnny Jaquess
4300 Community Ave.
McKinney, TX 75071

GenCore Candeo, Ltd. Dba The Genesis Group
5800 Eagles Nest Blvd
Tyler TX, 75703
Sales: Christi McDowell
Christi.McDowell@genesishworld.com
(O) 903-787-7417

1) Services:

- a) Genesis shall provide the following:
 - i) Genesis eBonds ("eBonds") - a secure, online system that integrates jail data into an automated bail bond application, creating an efficient and paperless bonding process.
 - ii) eBonds use license at zero cost (\$0.00 US Dollars) to the County.
 - iii) Collection of the Sheriff's mandated bond fees, utilizing a credit card merchant account, which will deposit the collected fees into the designated account. **(See Exhibit A)**
 - iv) Initial eBonds onboarding training of both County employees and bail bond agents/employees.
 - v) On call support, which is provided to both County and bail bond users.
 - (1) Critical Support is available 24/7 via phone or email.
 - (2) Training and use support are available during regular weekday business hours.
 - vi) Maintain Criminal Justice Information Service (CJIS) standards for websites and data security. County data shall remain secure and held encrypted, while in transit and in rest.
- b) County shall provide the following:
 - i) County shall control access to eBonds for each County employee and approved bail bonds businesses. County shall also set security levels for each user of eBonds.
 - ii) Maintain the JMS API Interface.
 - iii) Grant Genesis access to the JMS API at zero cost (\$0.00 US Dollars)

- iv) Provide a PC (PC or VM) on the County network with access to the JMS API. To communicate with the eBonds cloud-hosted server, this PC/VM must be able to reach external addresses and must present a static outbound IP address (to allow for whitelisting on the eBonds cloud-hosted server). In order to provide support and scheduled updates, Genesis support must have either attended or unattended access to this VM/PC. The PC or VM shall be the County's responsibility to maintain and secure.
- v) The county shall agree to utilize only compatible electronic biometric USB signature pads for, at minimum, each jail terminal that will conduct book-out transactions on eBonds. (See Exhibit B)
- vi) To the extent practicable, jail-initiated bail bond transactions should be completed through Genesis eBonds. Not limited to but including Recognizance, Attorney, Property, and Cash Bonds. Surety bonds are not compulsory or mandatory. Reasonable alternatives are permitted where Genesis eBonds services are either unavailable or unworkable for any reason, and the County shall be permitted to use other means to meet lawful deadlines or to otherwise provide reasonable bond services in a timely manner to incarcerated persons, whether by traditional paper bonds or any other reasonable alternative.

2) **Bail Bonds License Agreement**

- a) For County reference only: Prior to the launch of eBonds, all approved bail bond businesses in the County that are approved by the County and choose to access and use the eBonds system shall receive training and shall agree to pay an Electronic Bond Capture Allowance (EBCA) Fee in the amount of Ten US Dollars (\$10) to Genesis for each completed Surety bail bond transaction per inmate posted through eBonds. (See below example)

(Example: if an inmate has 3 charges and a bail bond company processes all 3 bonds for all three charges in the same eBonds transaction, they will be assessed one Ten US Dollar (\$10) EBCA fee. However, if the bail bond company processes 1 bond for 1 charge at 10am and processes the other two bonds for the remaining 2 charges at 2pm, they will be assessed two Ten US Dollar (\$10) EBCA fees, one for the 10am transaction and one for the 2pm transaction.)

3) **Definitions**

- a) Genesis eBonds or eBonds is a secure, online system that integrates jail data into an automated bail bond application, creating an efficient and paperless bonding process.
- b) Service Go Live Date – The date on which the Genesis eBonds services is first used by the customer to process a bail bond and/or payment. This date is a mutually agreed-to date and is after a detailed implementation plan is completed between both parties.
- c) Critical Support is defined by software/website not accessible or unable to perform the basic functions of eBonds.
- d) JMS is defined as a Jail Management System – which is the computer system the jail utilizes to maintain inmate arrests, jailing, bookings, mugshots, etc.
 - i) If for any reason, there is a failure to integrate with the jail's JMS, this contract can be terminated by the County without penalty at any point before the go live.

4) Term and Conditions**a) TERM.**

- i) This Agreement will begin on the Service Go Live Date and continue until midnight on expiration date. Except to the extent (if any) otherwise provided in this Agreement, the term of this Agreement will be automatically extended for successive one-year periods (subject to the “Termination” sections below), on the same terms and conditions as in effect immediately prior to the then-current expiration period, unless either party gives the other notice of non-extension at least sixty days before the then-current expiration date.

b) SERVICES.

- i) This Agreement is a services agreement and is not intended to provide licenses or other rights in or to any software, hardware, technology or systems used by or on behalf of Genesis to provide the Services (“eBonds”). Subject to the terms of this Agreement, including, without limitation, Customer’s payment of all applicable Fees, Genesis will provide access to the Services to Customer in accordance with the specifications for the Services. Upon request by Customer, Genesis may agree to provide additional services to Customer in connection with the Services.

c) ACCESS AND SECURITY.

- i) Customer may access the Services solely for Customer’s own internal business purposes. Customer agrees to notify Genesis immediately of any actual or suspected unauthorized use of the Services. Customer may not sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer Customer’s right to access the Services to any third party, beyond its contractual obligation to provide its services without permission of Genesis. Customer will use reasonable efforts to ensure the security and confidentiality of all passwords and other identifiers for use in accessing the Services. Customer will be responsible for all transactions and other activities conducted through the Services using any Identifiers furnished to or generated by Customer, and any such transactions will be deemed to have been completed by Customer. Customer agrees to maintain a current list of all persons authorized to access and use the Services on behalf of Customer. In no event will Genesis be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

d) LIMITATIONS.

- i) Subject to the terms of this Agreement, including, without limitation, Customer’s payment of all applicable external Fees, such as JMS costs, Customer may access and use the Services as set forth in this Agreement for Customer’s own internal business purposes and the internal business purpose which it serves in the Location. Customer will not permit any third party to: (a) use the Services or System in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services (b) use the Services to intimidate or harass any persons or entities; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or method of operation of the System or Services; (d) remove, bypass or circumvent any electronic protection measures on the System or Services; (e) remove, alter, or obscure any

copyright or other proprietary rights notices included on the System or Services; or (f) upload to the Services, or otherwise provide to Genesis any code or device capable of or intended to interrupt, harm or damage the Services or the operation of the Services.

e) ADDITIONAL CUSTOMER OBLIGATIONS.

- i) Customer will cooperate with Genesis and otherwise comply with all reasonable requests of Genesis for data, information, materials, and assistance to Genesis in the performance of the Services.
- ii) In the event of a court ordered Expunction, the Customer shall email Support a copy of the court order, along with any other identifying information needed to properly identify the bond documents that need to be removed. Genesis Support will remove the bond documents associated with the expunction and retain a copy of the court order for our records.

f) CONTENT.

- i) Except for any data, information, or other content ("Content") included on or made accessible through the Services by Genesis ("Genesis Content"), Customer will be solely responsible for all Content provided by or on behalf of Customer through the Services ("Customer Content"). Customer grants to Genesis all rights and licenses in and to such Content necessary for Genesis to provide the Services. Customer will not provide Content that: (a) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (b) infringes, misappropriates or otherwise violates any intellectual property rights or rights of publicity or privacy; (c) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate the Services, System or any data or information; (d) violates any law, rule or regulation, or suggests, encourages or intends to incite any conduct that is illegal in any way or that advocates illegal activity; or (e) is materially false, misleading or inaccurate. Genesis may take remedial action if Content violates this Section, however, Genesis has no obligation, and takes no responsibility, to review Content for accuracy or potential liability. Genesis's obligation will not extend beyond the term of this Agreement.

g) TERMINATION AND PENALTY.

- i) Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within ten business days after receiving written notice thereof from the non-breaching party. Upon expiration or termination of this Agreement for any reason, Genesis may cease all services.
- ii) The SITE OWNERSHIP, INDEMNIFICATION, LIMITATION OF LIABILITY, CONFIDENTIALITY, and ADDITIONAL TERMS sections of this Agreement will survive expiration or termination of this Agreement for any reason.
- iii) Either party may terminate this Agreement in the event the direct or indirect ownership or control of Genesis changes. Termination under this section will require sixty days' written notice of intent to terminate.

- iv) Either party may terminate this Agreement at any time without reason and without penalty by providing sixty (60) days advance written notice to the other party.
- v) Termination by either party is limited to the disabling of access to the eBonds system and does not constitute a refund of any fees paid within the current term.
- vi) Upon Termination, all data held within the system shall be provided to the Customer upon request, in a manner that the Customer can utilize for historically accurate bond records. Once data is released to the Customer, the data within the system will no longer be accessible by the Customer, through the system.

h) SITE OWNERSHIP.

- i) Genesis will retain all right, title and interest in and to the Services, System and Genesis Content, any updates, upgrades, enhancements, modifications, improvements, and translations thereto or thereof, and all worldwide intellectual property and proprietary rights therein and relating thereto, including, without limitation, all patents, copyrights, trade secrets, trademarks, service marks and any other intellectual property, proprietary, and sui generis rights ("IPR").

i) INDEMNIFICATION.

To the extent permitted by applicable state law, each party agrees to be responsible for its own acts, errors, or omissions, and those of its respective officers, employees, and agents, arising out of or related to this Agreement. Genesis shall indemnify, defend, and hold harmless the County/Parish, its officers, employees, and agents from and against any third-party claims, liabilities, damages, or expenses (including reasonable attorney's fees) arising from: (a) data breaches or misuse of data caused by Genesis's negligence, gross negligence, or willful misconduct; or (b) Genesis's breach of this Agreement. This indemnification obligation shall not apply to the extent such claims arise from the negligence, willful misconduct, or breach of this Agreement by the County/Parish. The County/Parish shall not be required to indemnify Genesis but shall remain solely responsible for its own acts and omissions and those of its officers, employees, and agents, subject to any defenses or immunity available under applicable law. Nothing in this Agreement shall be interpreted to waive or limit the County/Parish's governmental or sovereign immunity or to create a debt, obligation, or liability that is not otherwise authorized under the laws or constitution of the state in which the County/Parish resides. Each party shall provide the other with prompt written notice of any claim for which indemnification may be sought and shall reasonably cooperate in the defense of such a claim. Genesis shall have the right to control the defense and settlement of any claim it is obligated to indemnify under this Section, provided that it does not agree to any settlement that admits liability on the part of the County/Parish without the County/Parish's prior written consent, which shall not be unreasonably withheld. This Section shall survive the termination or expiration of this Agreement.

j) LIMITATION OF LIABILITY.

To the extent permitted by applicable law, in no event shall either party be liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, or data, arising out of or related to this Agreement, even if advised of the possibility of such damages. The parties acknowledge that the County or Parish, as a public entity, retains all rights,

immunities, and defenses under applicable state law, including but not limited to sovereign or governmental immunity, and that nothing in this Agreement shall be construed to waive such immunities or create any obligation or liability not otherwise authorized by law. Notwithstanding the foregoing, Genesis's liability for any direct damages arising from or relating to this Agreement shall be limited to the amount of Genesis's applicable commercial liability insurance policy in effect at the time of the event giving rise to such liability. This limitation shall not apply in cases of gross negligence or willful misconduct by Genesis. This Section shall survive the termination or expiration of this Agreement.

k) CONFIDENTIALITY.

- (a) **County/Parish Public Records Obligations.** The parties acknowledge that the County or Parish (as applicable, hereafter "County/Parish") is a public entity subject to applicable open records and freedom of information laws in the state in which it resides ("Applicable Public Records Laws"), which may require disclosure of certain records or communications upon request. Nothing in this Agreement shall be interpreted to require the County/Parish to withhold records in contravention of such laws. Prior to disclosing any records that may reasonably be considered proprietary or confidential to Genesis, the County/Parish shall, to the extent permitted by law, provide Genesis with notice and a reasonable opportunity to assert any applicable exceptions or legal objections to such disclosure.
- (b) **Protection of Genesis Proprietary Information.** Notwithstanding the County/Parish's public records obligations, the County/Parish agrees to treat as confidential any materials provided by Genesis that relate to the internal functionality, configuration, operational methods, or pricing models of the Genesis eBONDS system, including but not limited to: detailed process descriptions, technical specifications, system logic, and operational workflow related to system usage and fee collections (collectively, "Proprietary Information"), provided such materials are either marked as "Confidential" or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. The County/Parish shall not disclose such Proprietary Information to any third party without the express written consent of Genesis, except as required by law as noted above. This obligation shall survive termination of the Agreement.

l) ADDITIONAL TERMS.

- i) **"Relationship"** Genesis and Customer are acting solely as independent contractors, and neither party is an agent or partner of the other. Nothing in this Agreement will be deemed to constitute a partnership, joint venture, or employer/employee relationship between the parties. Neither party will hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.
- ii) **"Subcontractors"** Customer acknowledges and agrees that some or all of Genesis's obligations hereunder will be provided by one or more third party service providers selected from time to time by Genesis.
- iii) **"Notices"** Communications and notices required or permitted under this Agreement will be deemed delivered when hand delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, to the addresses specified on the initial page of this

Agreement, or when faxed to the fax number or electronically transmitted to the Internet address specified, with hard copy mailed within 3 days thereafter in the manner set forth above. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.

- iv) "Force Majeure" Genesis will not be liable to Customer or otherwise under this Agreement for delays or failures in performance under this Agreement due in any way to any failure by Customer to perform its obligations under this Agreement in a timely manner or otherwise comply with the terms of this agreement or to causes beyond Genesis's reasonable control, including, without limitation, labor disputes, acts of God, shortages, telecommunications failures or errors, actions or inactions of suppliers or service providers, fire, earthquake, flood, or other similar events.
- v) "Governing Law and Venue" This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement will be brought solely in the state and federal courts in the customer's jurisdiction and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.
- vi) "Assignment" Genesis may assign or transfer this Agreement, provided that Genesis's successor agrees to assume all of Genesis's obligations and responsibilities under this Agreement, and provided that notice is given to the County ninety (90) days before such assignment or transfer. Any assignment or transfer of this Agreement will not bind the County without its prior consent. In the event the County does not consent, the County may terminate this agreement at the County's discretion. Customer may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement (including any license granted hereunder), or delegate any of its duties under this Agreement, to any third party without Genesis's prior consent. Genesis consent to transfer will not be unreasonably nor arbitrarily delayed or withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement will be binding upon and will inure to the benefit of Genesis's and Customer's permitted successors and assigns.
- vii) "Waivers; Severability" All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- viii) Collin County, as a governmental entity under the laws of the State of Texas, retains its full governmental immunity in executing this Agreement and performing hereunder. Nothing in this Agreement shall waive, limit or restrict the County's governmental immunity to suit or damages.

5) Signatures

State of Texas, County of Collin

GenCore Candeo, Ltd. Dba The Genesis Group

Printed Name: _____

Printed Name: Paul Miller

Title: _____

Title: COO

Signature: _____

Signature: Paul W Miller

Date: _____

Date: 10-Apr-2024

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Exhibit A

Sheriff's bond fees shall be authorized and transferred during the eBonds process. This payment shall be routed through a payment gateway/merchant account, which may include a convenience fee that is charged by the payment gateway/merchant account, not by eBonds. Genesis eBonds has a default payment gateway/merchant account with Certified Payments aka Govolution. They have a separate service agreement that will accompany the eBonds agreement. If the County chooses to utilize a different payment gateway/merchant account, this must be coordinated with eBonds prior to going live. Questions regarding this should include the Treasurer/Accounting/Bookkeeper and the payment gateway company.

Exhibit B

The County shall agree to only utilize compatible electronic biometric USB signature pads, specifically the Topaz TF-S463 or the Topaz TF-LBK464, for, at minimum, each jail terminal that will conduct book-out transactions on eBonds.

<https://topazsystems.com/products/specs/TFS463.pdf>

<https://www.topazsystems.com/products/specs/TFL464.pdf>

The required biometric signature pads can be provided through Genesis, upon request, or purchased through another vendor.