

AGREEMENT

This Agreement is made and entered into this May 11, 2020 for the Agreement term of May 31, 2019 through May 30, 2020 hereinafter referred to as "Effective Date", by and between Webb County, a political subdivision of the State of Texas, for the 406th District Court's Veterans Treatment Program, located at 1110 Victoria St., Laredo, TX, 78040, hereinafter referred to as ("LICENSEE"), and Advanced Computer Technologies, LLC, hereinafter referred to as ("ACT"), of 101 Market Place, Montgomery, AL 36117 hereinafter referred to as ("Licensor").

In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose: LICENSEE agrees to enter into an Agreement (hereinafter referred to as "Agreement") with Licensor as an Independent Contractor to provide web hosting and maintenance of the case management tool, Drug Court Case Management (hereinafter referred to as "DCCM"), for use by LICENSEE.
2. Effective Date: This Agreement is effective upon the date of its execution and will terminate one (1) year from the effective date. This Agreement shall be renewable at the end of the current term for a successive one (1) year term unless either party gives written notice of its intention not to renew this Agreement. The Agreement shall continue month to month until a new agreement is approved by the Webb County Commissioners Court and signed by the Webb County Judge.
3. Scope of Work: The Licensor shall license the software and provide the services outlined in Attachment A - Software License, Maintenance and Support, as well as Schedule A - Scope of Work and Schedule B - Maintenance and Support Procedures, These documents are attached hereto and by this reference are incorporated herein. In performing these services, the Licensor shall at all times comply with all applicable federal, state and local statutes, rules, regulations, orders and ordinances. These services and all duties necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. Acceptance of Deliverables: Except where this Agreement provides different criteria, work will be accepted if it has been performed in accordance with the applicable scope of work (also referred to as "services") for Licensor's work in Schedule A for Attachment A.
5. Payment: In consideration of the services required by this Agreement, LICENSEE hereby agrees to pay to Licensor ***a one-time fee of Ten Thousand Dollars (\$10,000.00) for a period of one (1) year, May 31, 2019 – May 30, 2020.*** This payment will be due and payable upon execution of this Agreement, subject to budgetary appropriations. The Licensor shall be compensated on a fixed price basis.
6. Warranty: Licensor shall indemnify LICENSEE against any loss or expense arising out of any breach of any specified Warranty.
 - A. Period of Coverage. The Warranty period for software license and system design components covered under this Agreement will begin on the effective date and will terminate one (1) year from the effective date.

B. *Patent and Other Proprietary Right Indemnity.* The Licensor shall warrant all materials, products, and/or services produced pursuant to this Agreement. LICENSEE shall not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party: All executable programs, and all programming documentation relating thereto, including specifications developed by Licensor under any Service Order, shall be the property of Licensor provided, however, if Licensor grants LICENSEE the right to use such programs and documentation in accordance with the License set forth in Section 2 of Attachment A. Licensor may use without restriction any and all ideas, concepts, methods, knowledge, or techniques related to the programming and processing of data discovered or developed by Licensor during the performance of professional services under any Service Order.

C. *Warranty of No Surreptitious, Malicious or Unauthorized Code.* The Licensor warrants that software provided hereunder will be free from any "Surreptitious, Malicious or Unauthorized Code." "Surreptitious and Malicious Code" means any back door, time bomb, or drop-dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than LICENSEE. Excluded from this prohibition are identified and LICENSEE-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions.

D. *Indemnification.* The Licensor shall defend, indemnify, and hold harmless LICENSEE and its elected officials, department heads, agents, employees, and assigns against any loss, damages, expenses, or liability, including attorney fees, arising out of any breach, intentional or unintentional, of the Licensor's representations and warranties contained in this section.

7. Default and Termination: If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth nature of the default and the items to be cured. Additionally, the non-defaulting party needs to comply with §271.151 through §271.158 of the Texas Local Government Code where applicable.

8. Liaison: LICENSEE's designated liaison with Licensor is Paul Torres and Licensor's designated liaison with LICENSEE is Jim Binion.

9. Confidentiality: All financial, statistical, personal, technical and other data and information relating to LICENSEE's operations which are designated confidential by LICENSEE and made available to the Licensor to carry out this Agreement, or which become available to the Licensor in carrying out this Agreement, shall be protected by the Licensor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to LICENSEE. Licensor shall comply with all federal, state and local confidentiality laws, including but not limited to, Health Insurance Portability and Accountability Act (hereinafter referred to as "HIPAA") and 42 CFR Part 2. Licensor shall not be required to keep confidential any data or information, which is, or becomes publicly available, is already rightfully in the Licensor's possession, is independently

developed by the Licensor outside the scope of this Agreement, or is rightfully obtained from third parties.

10. Ownership of Documents: All documents, data, drawings, specifications, software applications and other products or materials produced by the Licensor in connection with the services rendered under this Agreement shall be the property of the Licensor whether the project for which they are made is executed or not. Use of the software by LICENSEE is solely for the purpose specified in this Agreement. The Licensor shall preserve the confidentiality of all LICENSEE documents and data accessed for use in Licensor's work product.

11. Independent Contractor Status: The parties agree that Licensor is an Independent Contractor for purposes of this Agreement and is not to be considered an employee of LICENSEE for any purpose. Licensor is not subject to the terms and provisions of LICENSEE's personnel policies handbook and may not be considered a LICENSEE employee for workers' compensation or any other purpose. Licensor is not authorized to represent LICENSEE or otherwise bind LICENSEE in any dealings between Licensor and any third parties.

12. Insurance: Licensor shall provide LICENSEE with proof of Commercial General Liability insurance issued by a reliable company or companies authorized and admitted to do business in the state of Texas and rated B+ or better by A.M. Best Company for personal injury and property damage, in an amount not less than \$500,000 per claim, and in an amount not less than \$1 million per occurrence.

13. Taxes, Licenses and Permits: Licensor is solely responsible for payment of all applicable taxes from the funds to be received under this Agreement. Licensor's federal tax identification number is 63-1142085. Licensor is further solely responsible for securing and maintaining all licenses and permits, and paying any inspection fees required for working in the State of Alabama and Texas where applicable.

14. Right to Audit: Licensor grants to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government, and any other duly authorized agencies of the State of Texas where appropriate the right to inspect and review all books and records pertaining to services rendered under this Agreement. Licensor shall comply with federal, state and/or local laws authorizing an audit of Licensor's operation as a whole, or of specific program activities.

15. Record Retention: Licensor agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after project acceptance, or as required by applicable Federal or State law.

16. Amendments in Writing: Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by an authorized representative. No amendment shall be valid until all parties have executed it.

17. Fund Use: Licensor agrees not to use funds received for services rendered under this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Texas Legislature or any local governing authority.

18. Nondiscrimination: Licensor agrees that all hiring by Licensor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, sexual orientation, age, marital status, physical or mental disability, or national origin.

19. Governing Law: This Agreement shall be governed, construed, enforced and interpreted in accordance with the Laws of the State of Texas without regard to choice of law or rules of any other jurisdiction. The parties agree that jurisdiction lies exclusively in Webb County.

20. Severability: In the event that any portion or part of this Agreement is found to be invalid then such invalidation shall in no event affect any other valid part or portion of this Agreement and those valid parts and portions shall remain in full force and effect.

21. Successors and Assigns: Neither LICENSEE nor the Licensor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

22. Notice: Any notice required or permitted to be given under this Agreement will be deemed properly made if given in writing and delivered in person, sent overnight courier, or mailed by certified or registered mail, postage prepaid to the addresses identified in Attachment A. In the event that notice to a specific address or individual is needed said change must be in writing and will become effective and binding to both parties when received by the other party to this Agreement.

23. Headings: Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of Agreement language.

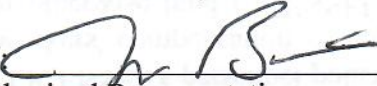
24. Entire Agreement: This Agreement, any attachments and schedules specifically incorporated herein by reference, constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

WEBB COUNTY LICENSEE

ADVANCED COMPUTER
TECHNOLOGIES, LLC LICENSOR

BY: _____
The Honorable Tano E. Tijerina
Webb County Judge

BY:  _____
Authorized Representative
Name: JIM BINION
Title: PRESIDENT

BY: _____
Oscar J. Hale Jr, Presiding Judge
406th District Court Adult Drug Court
Program

WEBB COUNTY

BY: _____
The Honorable Tano E. Tijerina
Webb County Judge

ATTEST:

BY: _____
Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

BY: _____
Jorge L. Trevino, Jr.
Assistant General Counsel
Civil Legal Division