

Genesis eBONDS Licensing and Service Provider Agreement

THIS 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 Webb County a political subdivision of the State of Texas for the benefit of the Webb 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 Webb

902 Victoria St.

Laredo, TX 78040

Sheriff: Martin Cuellar

Jail Commander: Jose Hernandez

Email: johernandez@webbcountytexas.gov

GenCore Candeo, Ltd. Db a The Genesis Group

5800 Eagles Nest Blvd

Tyler TX, 75703

Sales: Nick Moss

Email: nick.moss@genesisworld.com

Phone: 903.787.7415

1) Services:

- a) Genesis shall provide the following:
 - i) eBONDS use license at zero cost (\$0.00 US Dollars) to the County.
 - ii) Initial eBONDS onboarding training of both County employees and bail bond agents/employees.
 - iii) On call support. Support is provided to both County and bail bond users.
 - (1) Critical Support is available 24/7.
 - (2) Training and use support are available during regular weekday business hours.
 - iv) Maintain Criminal Justice Information Service (CJIS) standards for websites and data security. County data shall remain secure and held encrypted.
- 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 premises with network 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 compatible electronic biometric USB signature pads for, at minimum, each jail terminal that will conduct book-out transactions on eBONDS. (See Exhibit A)
- vi) To the extent practicable, 100% of all bail bond transactions should be completed through Genesis eBONDS. Not limited to, but including: Surety, Recognizance, and Cash Bonds. However, 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 shall agree to Genesis eBONDS terms related to the use of eBONDS. Each bail bond business shall agree to the following: 1) To process online bail bond transactions exclusively through Genesis eBONDS. 2) 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 posted through eBONDS. (see below example) Each initial bail bond business to sign-in to eBONDS will be required to agree to the terms within the website before use. New bail bond businesses that are approved by the county after the initial eBONDS launch date, will only be required during their initial sign-in to eBONDS to agree to the terms within the website before use.

(For 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, web-based system that integrates relevant jail data into an automated bail bond application which simplifies the entire paperless bond process for jail personnel and bail bond agencies from beginning to end.
- b) Service Go Live Date – The date in 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 parties.
- c) Critical Support is defined by software/website not accessible or unable to perform the basic function of eBONDS.

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, and subject to the County's properly budgeted and appropriated funds for each successive fiscal year.

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 Fees, 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.

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.

- i) Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within five 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.

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.

- i) Genesis will indemnify, defend, and hold harmless Customer, and its subsidiaries, affiliates and subcontractors, and their owners, officers, directors, employees and agents (collectively, the “Customer Indemnities”) from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) resulting from or arising out of any: (1) licensed use of the System and; (2) actual or alleged breach by Genesis of any provision of this Agreement; (3) negligence or willful misconduct of Genesis; or (4) damage to property or injury to or death of any person directly caused by Genesis or licensed use of the System. Customer will provide Genesis with notice of any such claim or allegation, and Customer has the right to participate in the defense of any such claim at its expense. The parties expressly acknowledge that the County’s authority to indemnify and hold harmless is governed by Article XI, Section 7 of the

Texas Constitution, and any provision that purports to require indemnification by the County may constitute a debt. The parties further acknowledge that **nothing** in this Agreement requires the County incur a debt, levy or collect a tax or create a sinking fund.

j) LIMITATION OF LIABILITY.

- i) IN NO EVENT: (A) WILL GENESIS'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID FOR SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES IN THE 60 DAY PERIOD PRIOR TO THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OR LOSSES OCCURRED. IN NO EVENT WILL GENESIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY CONTENT OR OF THE SERVICES, EVEN IF GENESIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

k) CONFIDENTIALITY.

- i) "Confidential Information" Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered Genesis's Confidential Information. The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- ii) "Exceptions" The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such

required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

I) 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 courts in Webb County, TX 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) Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- ix) Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- x) Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- xi) Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- xii) Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
- xiii) Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
- xiv) Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

- xv) NON-APPROPRIATIONS. Webb County cannot warrant that funds will be available to pay for the funds through the end of the current and/or any future fiscal period, and shall use the County's budgetary process to obtain funds to pay all payments in and through the end of this year's term or any future term. If our appropriations request to our commissioners court for funds is unable to pay for this agreement or is denied then this agreement may terminate on the earlier of the last day of the fiscal period or for which funds are available and have already been appropriated. Final payments will be made subject to the submission of documentation as stated in this agreement that evidences services rendered. The satisfaction of all obligations under this Agreement that are required to be provided to Webb County or its representative including the return of any equipment or documentation that must be preserved by the County.
- xvi) Disclosure. GENESIS is required to immediately or timely, as the case may be, disclose to Webb County and Appropriate Texas State Agency the following:
- (1) If any Person who is an employee or director of GENESIS is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, GENESIS shall provide Webb County and the appropriate State Agency timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
 - (2) If any Person who is an employee, subcontractor, or director of GENESIS 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;
 - (3) Report any actions or citations by federal, state, or local governmental agencies that may affect GENESIS licensure status or its ability to provide Services hereunder.
- xvii) Service Fees: The Customer agrees to the fee terms, however, In conformance with Texas Government Code § 2251.021. TIME FOR PAYMENT BY GOVERNMENTAL ENTITY. A payment by a governmental entity under a contract is overdue on the 31st day after the later of:
- (1) the date the governmental entity receives the goods under the contract;
 - (2) the date the performance of the service under the contract is completed; or
 - (3) the date the governmental entity receives an invoice for the goods or service.
- As such any late fee based on a contested amount shall not accrue late fees against the County and shall be limited to the amount set by Texas Law as stated herein. Any late fee shall be at the rate in effect on September 1 and shall be equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5) Signatures

State of Texas County of Webb

GenCore Candeo, Ltd. Dba The Genesis Group

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Genesis eBONDS Licensing and Service Provider Agreement

Exhibit A

The County shall agree to utilize 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 purchased though Genesis (quoted upon request) or purchased through another approved vendor.