

COMPROMISE SETTLEMENT AGREEMENT AND RELEASE

This Compromise and Settlement Agreement and Release is hereby entered into on this 12th day of August, 2016 by and between Webb County, Texas, as Licensee and Harris Local Government Solutions, Inc., a Delaware Corporation, d/b/a Harris Recording Solutions current Licensor as assignee of Aptitude Solutions, Inc., Original Licensor, for the Webb County Clerk's Office document management software services pursuant to the Acclaim Software Maintenance Agreement.

Whereas, on April 12, 2010 the Webb County Commissioner's Court had previously approved an the execution of an annual Acclaim Software License and Maintenance Agreement by and between Webb County, as Licensee and Aptitude Solutions, Inc., as Original Licensor for the Webb County Clerk's Office document management software services.

Whereas, the annual Acclaim Software License and Maintenance Agreement, was subsequently transferred and assigned by Aptitude Solutions, Inc., to Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, as current Licensor for the Webb County Clerk's Office document management software services.

Whereas, the software license and maintenance agreement provided for the payment of an annual software license and maintenance fee with a 5% cap from year to year by Webb County, as Licensee to Licensor for the Webb County Clerk's Office document management software services.

Whereas, the annual software license and maintenance agreement provided for the collection of web copy fees by Aptitude Solutions, Inc., as Original Licensor, which were to be collected by Licensor on a subscriber and non-subscriber copy fee basis, and the copy fees were to be divided between Licensor and Webb County as Licensee and paid by Licensor to Licensee

for the Webb County Clerk's Office document management software services.

Whereas the origin of the dispute between the parties involves claims of over payment of the annual subscription fees by Webb County for prior years, and claims for over payment of copy fees by Aptitude Solutions, Inc., Original Licensor Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor for prior and current years pursuant to the Annual Acclaim Software License and Maintenance Agreement and amendments thereto.

NOW THEREFORE, for the sum of Ten and 00/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Webb County, Texas and Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor hereby agree as follows

1.) Webb County shall waive any and all claims for overpayment of the annual subscription fees paid under the Acclaim Software License and Maintenance Agreement and amendments thereto to Aptitude Solutions, Inc., Original Licensor and/or Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor for 2012-2015 in the total sum of \$4,804.80.

2.) Webb County shall pay the current 2016-2017 annual subscription fees in the sum of \$31,603.16 for the Acclaim Software License and Maintenance Agreement and amendments thereto to Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor.

3.) Webb County shall reimburse Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor for the overpayment of the copy fees for January, February, March, April, May, and June, 2016

in the sum of \$1,598.00, that were erroneously paid by Harris Recording Solutions to Webb County pursuant to the Acclaim Software License and Maintenance Agreement and any and all amendments thereto.

4.) Webb County, as Licensee agrees to ratify and approve any and all amendments to the Acclaim Software License and Maintenance Agreement by and between Aptitude Solutions, Inc., Original Licensor and/or Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor

5.) Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor shall waive any and all claims for overpayment of the prior year copy fees paid to Webb County for under the Acclaim Software License and Maintenance Agreement and amendments thereto to Aptitude Solutions, Inc., Original Licensor and/or Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor for 2011-2015 in the total sum of \$32,132.00.

6.) Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor, shall accept the payment for the current year 2016-2017 annual subscription fees in the sum of \$31,603.16 for the Acclaim Software License and Maintenance Agreement and amendments thereto by Webb County, Texas as Licensee.

7.) Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor, shall obtain and open an separate bank account and commence automatic collection of the web copy fees and divide the copy fees between Licensor and Licensee based on subscriber and non-subscriber web copy fee

rates, as per the terms and conditions of the Acclaim Software License and Maintenance Agreement and amendments entered into with Webb County, Texas as Licensee.

8.) Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor, shall hereinafter referred to as "Releasing Party", have this day released and by these presents does release, acquit and forever discharge **WEBB COUNTY, TEXAS, WEBB COUNTY JUDGE TANO TIJERINA, WEBB COUNTY COMMISSIONER'S and/or the HON. MARGIE IBARRA, WEBB COUNTY CLERK**, hereinafter referred to as "Released Parties", from any and all claims damages and/or causes of action of any kind whatsoever, at common law, statutory or otherwise, which Releasing Party Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, current Licensor, as assignee of Aptitude Solutions, Inc., Original Licensor has or may have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the Acclaim Software License and Maintenance Agreement.

9.) **WEBB COUNTY, TEXAS, WEBB COUNTY JUDGE TANO TIJERINA, WEBB COUNTY COMMISSIONER'S and the HON. MARGIE IBARRA, WEBB COUNTY CLERK**, shall hereinafter referred to as "Releasing Party", have this day released and by these presents does release, acquit and forever discharge **HARRIS LOCAL GOVERNMENT SOLUTIONS, INC., D/B/A HARRIS RECORDING SOLUTIONS, CURRENT LICENSOR, AS ASSIGNEE OF APTITUDE SOLUTIONS, INC., ORIGINAL LICENSOR**, hereinafter referred to as "Released Party", from any and all claims, damages and/or or causes of action of any kind whatsoever, at common law, statutory or otherwise, which Releasing Party Webb County, Texas, as Licensee has or may have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the Acclaim Software

License and Maintenance Agreement.

It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the agreements herein contained and the consideration transferred is to compromise doubtful and disputed claims, avoid litigation, and buy peace, and that no payments made nor releases or other consideration given shall be construed as an admission of liability, all liability being expressly denied.

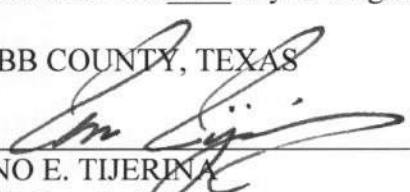
Each Releasing Party warrants that they have read this Release and fully understand it to be a compromise and settlement and release of all claims, known or unknown, present or future, that he has or may have against the Released Party arising out of the matters described. Releasing Party herein warrants that he is of legal age and legally competent to execute this agreement, and that he is doing so of his own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

Both parties to this agreement state that they understand the contents of the Release and freely signs same herein.

IN WITNESS WHEREOF, the undersigned parties have executed this Compromise Settlement Agreement and Release in duplicate originals on the date set forth herein-below.

Executed on this 11th day of August, 2016.

WEBB COUNTY, TEXAS



TANO E. TIJERINA
Webb County Judge

Passed and approved by the Webb County Commissioners Court on June 27, 2016, agenda item # 49

ATTEST:

Margie Ramirez Ibarra
Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:

Marco A. Montemayor
Marco A. Montemayor
Webb County Attorney

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Executed on this 11th day of August, 2016.

Harris Local Government Solutions, Inc., d/b/a
Harris Recording Solutions.

By: *Melinda Paradiso*
Melinda Paradiso
Vice President, Client Services

ACKNOWLEDGMENT

THE STATE OF FLORIDA §

COUNTY OF ~~ORANGE~~ § SEMINOLE ⁰⁹

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Melinda Paradiso, in her capacity as Vice President, Client Services for and on behalf of Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that the same was the authorized act of Melinda Paradiso, in her capacity as Vice President, Client Services, for and on behalf of Harris Local Government Solutions, Inc., d/b/a Harris Recording Solutions and that she executed the same for the purposes and consideration therein expressed; that she executed the same as his/her free and voluntary act and deed, after having it fully explained to him/her and after having read it fully and after realizing the effect thereof to be a full and final release and discharge of **WEBB COUNTY WEBB COUNTY JUDGE TANO TIJERINA, WEBB COUNTY COMMISSIONER'S and HON. MARGIE IBARRA, WEBB COUNTY CLERK.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of August, 2016.



Omar A. Galarza
Notary Public, State of Florida