

License Agreement

THE STATE OF TEXAS:
COUNTY OF HOPKINS:

This Agreement is made and entered into on this the _____ day of _____, 2014 by and between The NET Data Corporation (hereinafter referred to as "Licensor"), with its principal place of business in Sulphur Springs, Texas, and Brown County (hereinafter referred to as "Licensee"), with its principal place of business in Brownwood, Texas.

RECITALS

A. Licensor has developed certain computer programs and operating manuals, known collectively as:

*Internet Records Access – IRA
Records Indexing*

Hereinafter called the "System". The System is to be used for applications by Licensee. The System incorporates application programs intended for use on the IBM iSeries Server Computer.

B. Licensee desires to use the System as an End User.

WITNESSETH

1. LICENSE. Licensor hereby grants and Licensee hereby accepts upon the terms and conditions set forth herein, a nonexclusive, nontransferable, nonassignable license to use the System for Licensee only.

2. TERM. This Agreement shall be in full force and effect perpetually from date of approval of this Agreement by the governing board of Licensee.

3. USE OF THE SYSTEM.

A) The license granted under this Agreement authorizes Licensee to use the System in matching readable form on one or more processing units owned by licensee, hereinafter referred to as "Unit". For purpose of the Agreement "use" includes Licensee's copying of any portion of the System for Licensee's sole use, including instructions or data from storage units or media into Unit for processing.

B) Licensee agrees that its rights to use the System are nonexclusive and that Licensor may license others to use this System.

C) Because of compatibility requirements, Licensee acknowledges that the System is intended for use in conjunction with the IBM iSeries Server Computer that System is licensed to be used on. Licensor does not warrant its use in conjunction with any other physical equipment.

D) Licensee acknowledges that it has examined the System and that it is adaptable to Licensee's intended purpose. Licensor does not warrant the adaptability of the System to Licensee's intended purpose.

August 11, 2014
(Exhibit 12)

E) Licensee acknowledges that the System, and all portions or aspects thereof, expressly including all ideas and expression of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof, including any physical embodiment thereof, or any materials supplied by Licensor in connection therewith. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of the System and the proprietary rights of Licensor.

F) Except as required for Licensee's own use, Licensee shall not copy or duplicate, in whole or in part, the System, or any part thereof, provided under this Agreement. Licensee may copy any user manuals or programs provided by Licensor in such quantities as may be reasonably required for operation of the System within the scope of this Agreement.

G) Licensee shall keep the System and any tapes, diskettes or other physical embodiments thereof, and materials supplied thereunder in conjunction therewith, and all copies thereof, at a secure location. Licensee will limit access to all of the same to those of its employees who must have such access in order to enable Licensee to use the System, and will store the same in a secure place while it is not being so used, and will take such other precautions as are reasonably necessary to prevent access thereto by persons not authorized by the terms of this Agreement to have such access.

H) Licensee shall notify Licensor of the circumstances known to Licensee surrounding any unauthorized possession, use or knowledge of the System, or any part thereof, or any physical embodiment thereof, or material in connection therewith, which is supplied to Licensee hereunder.

I) The Licensee shall receive a current copy of the source code at the time of installation. Licensee will receive all modifications and enhancements to the source code as long as a "Maintenance Agreement" with Licensor is in effect. Licensee may choose a vendor other than Licensor to assume responsibilities of proper modifications at any point in time.

4. CONSIDERATION. The price of the system shall be a one-time charge of **\$10,000**. The balance shall be paid within fifteen days from the date that the System is configured and all applications installed.

5. PERMISSION TO MODIFY SYSTEM. Licensee may modify the System for Licensee's use; provided that the System, however modified, shall remain the proprietary property of Licensor. Licensee agrees that Licensor has no responsibilities in regard to such modifications and may choose to disregard them entirely.

6. ADDITIONAL RESPONSIBILITIES OF LICENSEE. Licensee shall be exclusively responsible for the supervision, management, and control of its use of the System, including, but not limited to: a) assuring proper machine configuration and operating methods; b) establishing adequate backup plans, based on alternate procedures and/or based on access to qualified programming personnel to diagnose, patch and repair System defects in the event of System malfunction; and c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction.

7. RISK OF LOSS. If the System is lost or damaged as a result of shipment or any act of God including damage from loss of fire, water, theft, vandalism, riot, explosion, civil uprising or war, or any other like act of which is commonly referred to as an act of God, the Licensor will replace the System and the program storage media for no additional charge to Licensee other than a reasonable payment to Licensor for its actual time and expense in the replacement of the lost or damaged System.

8. LIMITED WARRANTY.

A) Licensor warrants that the System will conform to the computer programs and manuals presently in use by other local governments who have purchased the system from Licensor.

B) Licensor warrants that it has the right to confer the license of the System.

C) THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

D) Licensor's liability for damages, regardless of the form of action, shall not exceed the price paid by Licensee for the System.

E) IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

F) Licensee shall be fully and exclusively responsible for the accuracy of information obtained from use of the System, and the use of such information.

9. TERMINATION. In the event Licensee shall abandon the use of the System, this agreement shall automatically terminate. Licensee shall forthwith notify Licensor of such abandonment. Abandonment is defined herein as the voluntary failure to use the System for a period of one hundred and eighty (180) days or more. An involuntary nonuse of the System due to mechanical failure or otherwise, will not be construed as an abandonment

10. ENTIRE AGREEMENT. This agreement sets forth the entire agreement between parties with respect to the subject matter hereof, and all oral or written representations, warranties, agreements and/or inducements relating to this Agreement and/or its subject matter, prior to the execution hereof, have been included herein, or to the extent not so included, shall be deemed fully performed and discharged or deliberately omitted. No provision hereof may be waived, modified or superseded, except in writing signed by the parties hereto.

11. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. This agreement is performable in Hopkins County, Texas.

THE NET DATA CORPORATION

Brown County

By: _____
Scott Stahl, Vice President

By: _____
Brown County Judge