CONTRACT NO. 2007C03054

STATE OF TEXAS §
§
COUNTY OF CAMERON §

FOR COURT FEES AND FINES COLLECTION SERVICES

THIS CONTRACT is made and entered into by and between Cameron County acting herein by and through its governing body, hereinafter called County, and Graves Humphries Stahl, LTD. hereinafter called GHS.

I.

County agrees to employ and does hereby employ GHS to enforce the collection of delinquent court fees and fines in County's Justice of the Peace Courts Precinct 5, Place1 and Precinct 5, Place 2 pursuant to the terms and conditions described in this contract. This contract supercedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

County agrees to refer delinquent accounts through FTP and Telnet transmissions to GHS for collection as such accounts become delinquent pursuant to Vernon's Ann.C.C.P., art. 103.0031, and free from any prior contractual obligations. County will provide GHS with access to the information necessary to collect the fees and fines that are subject to this contract through adequate ports and bandwidth necessary for FTP and Telnet transmissions.

III.

GHS is to refer all payments and correspondence directly to the courts that have assessed or levied the fees and fines being collected pursuant to this contract. GHS reserves the right to return to County, any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

IV.

County agrees to pay GHS: (1) twenty percent (20%) of the collected fees and fines referred to GHS by County imposed on all un-adjudicated offenses committed on or before June 18, 2003; (2) thirty percent (30%) of the collected fees and fines referred to GHS by County imposed on all adjudicated offenses occurring on or before June 18, 2003; and (3) thirty percent (30%) of the collected fees and fines referred to GHS by County imposed on all offenses occurring after June 18, 2003. The 30% shall be added to the amount owed by a defendant that is more than 60 days past due pursuant to Vernon's Ann.C.C.P., art. 103.0031. Pursuant to Texas law, GHS cannot collect from

a defendant the percentage referred to above if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. County shall remit payment to GHS on a monthly basis by check.

V.

GHS agrees to use its best efforts to collect the delinquent accounts turned over to it and to provide advice to County on the delinquent accounts as requested by County.

VI.

This contract shall commence on May 1, 2007 and end on April 30, 2010. Thereafter, this contract may continue on a month to month basis. Either party to this contract shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this contract; and further provided that GHS shall have an additional six (6) months to complete work on all cases turned over to it prior to the notice of termination.

VII.

This contact is made and interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in the appropriate courts in Cameron County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceable of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract.

VIII.

In consideration of the terms and compensation herein stated, GHS hereby accepts said employment and undertakes performance of said contract as set-forth above.

IX.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or party thereof.

This contract is executed on behalf of County by the presiding officer of its governing body who is authorised to execute this instrument by order hereto fore passed and recorded in its minutes.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signature of all parties hereto this, the 10th day of April, 2007.

CAMERON COUNTY

By:_____
Carlos H. Cascos, CPA
County Judge

GRAVES HUMPHRIES STAHL, LTD.

By:_____
Tory Humphries, President

Attested By:

By:_____
Joe G. Rivera, County Clerk

COMMISSIONERS COURT
CAMERON COUNTY, TEXAS

Contract No. 2007C03054

License Agreement

THE STATE OF TEXAS:
COUNTY OF ~~HOPKINS:~~
CAMERON

This Agreement is made and entered into on this the 10 day of April 2007 by and between The NET Data Corporation (hereinafter referred to as "Licensor"), with its principal place of business in Sulphur Springs, Texas, and Cameron County (hereinafter referred to as "Licensee"), with its principal place of business in Brownsville, Texas.

RECITALS

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

Justice of the Peace Case Management Precincts 5.1 and 5.2

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.

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 **$0**. The above dollar amount of **$0** is contingent upon the execution of the GHS Collections contract.

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~~ Cameron County, Texas.

THE NET DATA CORPORATION

By: _____
Tory Humphries, President

Cameron County

By: _____
Member of Governing Body

ATTESTED BY:

_____
Joe G. Rivera
County Clerk

COMMISSIONERS COURT
CAMERON COUNTY, TEXAS

Contract No. 2007C03054

Conversion Agreement

This Agreement is made and entered into on this the 10th day of April 2007 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principle place of business in Sulphur Springs, Texas, and Cameron, County, hereinafter referred to as "Buyer", with its principal place of business in Brownsville, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. Under the term of this contract, the Seller agrees to convert the existing data from the ***Justice of the Peace Precincts 5.1.and 5.2*** previous software systems into a form that is deemed usable by the Buyer – if the existing data is provided from Buyer as follows:

   A) The following file types are required:
      1) All files must be fixed record lengths and fixed field lengths and contain all records for that file.

   B) One of the following media options is required:
      1) 8MM cartridge, non labeled, fixed block length
      2) ¼" data cartridge, non labeled, fixed block length
      3) ½" 9 track tape, 1600-BPI recording density, non labeled, fixed block length
      4) 3 ½" format diskettes
      5) CD Rom
      6) Zip Disk

   C) One of the following data types are required and are in order by preference:
      1) EBCDIC
      2) ASCII. All numeric fields must be un-packed

   D) One of the following data formats are required and are in order of preference:
      1) SAVE of SAVOBJ utilities created by AS/400 or System/36
      2) Basic exchange files created by AS/400 or System/36
      3) Fixed length ASCII text files
      4) Microsoft Access
      5) DOS random

   E) One of the following record layouts are required and are in order of preference:
      1) COBOL FD record descriptions
      2) RPG file I specs
      3) DDS database file descriptions
      4) Microsoft Access Record Layout

NOTE: Supporting documentation describing each field and its use is very important.

2. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of $0 within fifteen (15) days of completion of said services. The above dollar amount of $0 is contingent upon the execution of the GHS Collections contract.

3. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred twenty (120) dollars per hour and expenses in return for other services (those not included in this contract) rendered.

The NET Data Corporation

By: _____

Tory Humphries, President

Cameron County

By: _____

Cameron County Judge

ATTESTED BY: _____

Joe G. Rivera, County Clerk

COMMISSIONERS COURT CAMERON COUNTY, TEXAS

Contract No. 2007C03054

Training/Support Agreement

THE STATE OF TEXAS:
COUNTY OF ~~HOPKINS~~
CAMERON

This Agreement is made and entered into on this the 10th day of April, 2007 by and between The NET Data Corporation (hereinafter referred to as Seller) and Cameron County (hereinafter referred to as Buyer).

1. Seller hereby agrees to furnish to Buyer designated training time in the amount of 60 hours to educate employees of Buyer in the use of the following applications purchased from Seller:

Justice of the Peace Case Management Precincts 5.1 and 5.2

2. In consideration of the above-mentioned services, Buyer agrees to pay to Seller the sum of $0 payable in two (2) equal payments of $0. The above dollar amount of $0 is contingent upon the execution of the GHS Collections contract.

3. Buyer, recognizing that additional training services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred (100) dollars per hour and expenses in return for services rendered.

THE NET DATA CORPORATION

By: _____
Tory Humphries, President

Cameron County

By: _____
Member of Governing Body

ATTESTED BY:

_____
Joe G. Rivera
County Clerk

COMMISSIONERS COURT
CAMERON COUNTY, TEXAS

Contract No. 2007C03054

Maintenance Agreement

This Agreement is made and entered into on this the 10th day of April 2007 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Cameron County , hereinafter referred to as "Buyer", with its principal place of business in Brownsville, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from May 1, 2007 thru April 30, 2010, 2008 and applies to the following applications purchased from Seller.

Justice of the Peace Case Management Precincts 5.1 and 5.2

2. During the term of this contract Seller agrees:

a) To correct any errors found during such one year period in the software system which the Buyer has agreed to purchase from Seller for use on the IBM computer hardware.

b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.

c) To provide to the Buyer all enhancements made to these software systems by Seller for distribution to all clients of Seller.

d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.

3. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of $0 on the first day of _____ of each year during the term of this contract. The above dollar amount of $0 is contingent upon the execution of the GHS Collections contract.

4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred (100) dollars per hour and expenses in return for other services (those not included in this contract) rendered.

THE NET DATA CORPORATION

By: _____
Tory Humphries, President

Cameron County

By: _____
Member of Governing Body

ATTESTED BY:

_____
Joe G. Rivera
County Clerk

COMMISSIONERS COURT CAMERON COUNTY, TEXAS