

Exhibit "M"

Marion County Sheriff's Office
114 W Austin
Jefferson, TX 75657

E FORCE

**Intellichoice, Inc. DBA EFORCE® Software
Product License and Service Agreement**

168 N. Gateway Drive, Providence, UT 84332

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Product License and Service Agreement

This Product License and Service Agreement ("Agreement") is made as of 8/5/2025 (the "Effective Date") by and between Intellichoice, Inc., a Utah Corporation, ("Intellichoice") and Marion County Sheriff's Office ("Customer").

1. Definitions

For purposes of this Agreement, the following terms shall have the meaning set forth below.

1.1 "Licensed Product" shall mean the Program(s), Module(s), System Software, Database Software and Related Materials (as defined in Paragraphs 1.1 - 1.6 herein) which are licensed to Customer pursuant to Paragraph 2.1 and set forth specifically in the Schedule 1 attached hereto and made a part hereof by this reference.

1.2 "Program" shall mean a machine-executable copy of the object code of a collection of instructions for performing a specific computer function.

1.3 "Module" shall mean a group of related Programs.

1.4 "System Software" shall mean the current release of Programs and routines which enable Customer to operate a leased or purchased computer hardware system including, for example, a control program or operating system, and if provided, appropriate utility routines, conversion programs, network software and language processors including compilers, assemblers and translators.

1.5 "Database Software" shall mean the current release of Programs which enable Customer to store, access and maintain data generated by the licensed Programs listed in the schedules attached hereto.

1.6 "Related Materials" shall mean all material, other than the Program(s), furnished by Intellichoice for use in conjunction with such Program(s) and including for example, operating instructions, descriptions, and other documentation, including all guides and manuals, and further shall include all permitted copies of Program material made by Customer.

1.7 "Support" shall mean Licensed Product services defined by Intellichoice's current specification for such services and further shall include consultation and guidance support requested by Customer and agreed to be supplied by Intellichoice at its then current rates.

1.8 "Training" shall mean Intellichoice's current published training courses for Program operation at the then current rates.

1.9 "User" shall mean the individual or non-human operated device authorized to use the Programs.

1.10 "Remote Terminal" shall mean the computer hardware used by Intellichoice to access Customer's Program(s) for Support purposes.

1.11 "Annual License" shall mean a license granted for a three hundred and sixty five calendar day period. The initial Annual License begins on the first day of the calendar month following the Effective Date hereof. The Annual License is automatically renewed for each additional three hundred and sixty five calendar day period ("Subsequent Years"), unless cancelled as provided in this Agreement. The Annual License for Subsequent Years shall begin on the first day of each Subsequent Year (the "Renewal Date") and the Annual License and Support Fees for Subsequent Years shall be due and payable on or before each Renewal Date.

2. License

2.1 Subject to the terms and conditions of this Agreement, Intellichoice hereby grants to Customer and Customer hereby accepts a personal, nonexclusive, nontransferable right and license to use the Licensed Products. Customer is limited to the number of

User licenses set forth in Schedule 1 and may not at any time exceed this number for any reason without purchasing additional licenses from Intellichoice. The Licensed Products are provided by Intellichoice under separate authorized reseller Agreements or are owned solely by Intellichoice. All Licensed Products provided hereunder are protected by United States copyright laws as well as other laws relating to the protection of intellectual property as well as international treaties and conventions. Customer may make one copy of the Licensed Products solely for backup purposes.

2.2 Customer is authorized to make permitted use only of those Licensed Products for which it is duly and currently licensed hereunder and shall promptly return to Intellichoice all materials defined by Paragraphs 1.1 - 1.6 hereof within thirty (30) days of any cancellation of the license covering said materials.

2.3 It is hereby agreed that Intellichoice is the owner of all right, title and interest in and to the Licensed Product(s) or otherwise duly authorized to grant the license herein, including the accompanying software, text, graphics and documentation, Related Materials, Support materials and Training materials and all subsequent copies thereof, regardless of the media or form in which the original materials or copies may exist. As the licensee, Customer through its license of Licensed Product(s) does not acquire any ownership rights to such materials whatsoever. It is understood and agreed between the parties that certain Modules, templates and interfaces incorporated into the Licensed Product(s) may originate from a third party and Intellichoice makes no claim to ownership of such Modules, templates and interfaces except to the integration of the same in connection with the Licensed Products.

2.4 Customer shall not sublicense, assign or transfer any license granted herein in any way without the express prior written consent of Intellichoice.

2.5 Customer shall not modify, reverse engineer, decompile or disassemble any Licensed Product, nor shall Customer create derivative works from any Program. Customer shall not use any Program in any manner that infringes the intellectual property rights or other rights of Intellichoice, its licensor's or any other person, all of whom are considered third party beneficiaries under this Agreement.

3. Delivery of Licensed Products

3.1 Acceptance testing of all Licensed Products shall be completed by the Customer within ten (10) days from the date the Licensed Product is delivered to Customer. Customer shall notify Intellichoice in writing of any deficiencies in the Licensed Products. If Customer does not so notify Intellichoice in writing within said ten (10) day period, the Licensed Product(s) shall be deemed accepted by Customer. The acceptance by the Customer of any Licensed Product(s) identified herein shall constitute the completion of Intellichoice's obligation to deliver such Licensed Products.

4. Term

4.1 The Annual License shall commence on the first day of the calendar month following the Effective Date hereof and shall remain in effect for each respective Licensed Product until cancelled by Customer upon 30 days prior written notice, or cancelled by Intellichoice as provided in Paragraph 12 hereof.

4.2 The Annual License and Support fees for Subsequent Years specified in Schedule 1 shall be due and payable for each Licensed Product on or before each Renewal Date.

5. Charges and Taxes

5.1 Customer agrees to pay Intellichoice within thirty (30) days of receipt of an invoice for the Licensed Products, Interfaces, Custom Deliverables, all Training Fees, and Annual License Fees, all Support Fees, and for all other charges and costs listed in Schedule 1 which is attached hereto and made a part hereof by this reference. Fees for a new license year are due and payable on the first day of each Subsequent Year. Customer agrees to pay a late payment charge at the rate of 2% per month, if permitted by law, otherwise at the maximum lawful rate on any unpaid amount for each calendar month (or fraction thereof) that such payment is in default.

5.2 In any case where payment is not made when due, Intellichoice may without any liability whatsoever defer its performance until payment is received and extend any relevant date of delivery by the same period of delayed payment.

5.3 Intellichoice may, by advanced written notice to Customer, increase or decrease the Annual License and Support fees. The effective date of any such increase or decrease shall be at least ninety (90) days following such notice. Within such ninety (90) day period or upon the renewal date, whichever is later, Customer may, at its option, pay the increased license fee or cancel this Agreement.

5.4 In addition to all other fees and charges Customer shall pay Intellichoice the amount of any tax levied on the Licensed Products, or services rendered hereunder (other than income tax assessed on Intellichoice) which Intellichoice must collect from the Customer and/or pay on the behalf of the Customer.

6. Classification of Licensed Products

6.1 Each Licensed Product and each release of a Licensed Product will be classified by Intellichoice as a category "A" product ("Category "A" Product") or a category "B" product ("Category "B" Product").

6.2 Intellichoice will maintain and Support the current version of all Category "A" Licensed Products as set forth in Paragraph 7.1 and will make available to Customer all revisions thereof released by Intellichoice during the term of this Agreement, as long as such Licensed Products remain classified by Intellichoice as Category "A" products. Intellichoice will maintain all Category "A" Licensed Products to be compatible with unaltered releases of the Database Software, the System Software and the computer hardware then specified by Intellichoice.

6.3 Intellichoice delivers Category "B" Licensed Products solely on an "as is" basis and therefore does not provide Programming or Support services for Category "B" Licensed Products.

6.4 Intellichoice may reclassify any Licensed Product(s) by giving ninety (90) days advanced written notice to Customer.

7. Licensed Product Support

7.1 Intellichoice will provide telephone and Remote Terminal Support for the operation of Category "A" Licensed Products during normal Intellichoice office hours based upon a forty (40) hour week. After hours Support will be provided on an on-call basis for which Customer will be billed at the then current Intellichoice billing rates. Customer shall provide hardware and communications software necessary to permit Remote Terminal Support.

7.2 Intellichoice will provide such Training for the operation of Category "A" Licensed Products as is requested by Customer and agreed to by Intellichoice at its then current rates.

8. Confidentiality

8.1 Customer agrees not to disclose, publish, release, transfer or otherwise make available any Licensed Products in any form, to any person other than Customer and Customer's employees who have a need to know such information without prior written consent from Intellichoice. Customer also agrees that the original copies of all materials furnished by Intellichoice and all copies thereof made by customer shall remain the sole property of Intellichoice. The Customer further agrees to protect the confidentiality of Licensed Products or any part thereof from unauthorized disclosure by its agents, employees or customers. Notwithstanding anything to the contrary herein, in the event Intellichoice consents to the disclosure of any such confidential information, Customer shall have such discloser sign an appropriate Agreement requiring such discloser to be under the same obligations of confidentiality as Customer and Customer hereby indemnifies Intellichoice from any failure to require discloser to be so bound.

8.2 Customer agrees not to disclose, publish, release, transfer or otherwise make available the EFORCE® database without sole written consent furnished by Intellichoice. The Customer further agrees to protect the confidentiality of the EFORCE® database or any part thereof from unauthorized disclosure by its agents, employees or customers. Notwithstanding anything to the contrary herein, in the event Intellichoice consents to the disclosure of any such confidential information, Customer shall have such disclosure sign an appropriate Agreement requiring such discloser to be under the same obligations of confidentiality as Customer and Customer hereby indemnifies Intellichoice from any failure to require discloser to be so bound.

8.3 Intellichoice will ensure that metadata derived from unencrypted CJI is protected with the same level of security as CJI and will not be used for advertising or any other commercial purposes by any cloud service provider or associated entity.

8.4 Except as specifically provided herein, Customer agrees to indemnify and hold Intellichoice free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of Customer's possession, maintenance, use, operation or output of the Licensed Products, or the condition, loss, damage, or destruction of any part of the Licensed Products. Customer shall give Intellichoice prompt written notice of any matter for which Customer is or may be required to indemnify Intellichoice.

9. Limited Warranty

9.1 CATEGORY "A" PRODUCT WARRANTY - Each unaltered Licensed Product classified as a Category "A" product is warranted for one (1) year from the first day of the calendar month following the Effective Date hereof, to perform substantially in accordance with the same release level product specification provided and/or published by Intellichoice for that specific Licensed Product. Initial here Doc

9.2 CATEGORY "B" PRODUCTS SOLD "AS IS" - Each release of a Category "B" Licensed Product is strictly licensed on an "as is" basis without any warranty whatsoever, whether express or implied, including warranties of merchantability or fitness for a particular purpose. Initial here Doc

9.3 EXCLUSIVE REMEDY FOR DEFECT - Customer agrees that its sole and exclusive remedy and Intellichoice's sole obligation, if a Licensed Product warranted hereunder fails to conform to the terms of Paragraph 9.1 above and Customer advises Intellichoice of such failure in writing during the term of the warranty, is for Intellichoice to provide programming services to correct any defect. For the purposes of this Agreement, non-conformance to the terms of Paragraph 9.1 above and the term "defect" shall mean only significant deviations from the terms of Paragraph 9.1 above for such current release of Licensed Product. Initial here Doc

9.4 COSTS MAY BE BILLED TO CUSTOMER - If Intellichoice determines after investigation that the Licensed Product substantially conforms to the terms of Paragraph 9.1, Customer agrees to pay for all time and materials spent and expenses incurred by Intellichoice in attempting to determine and correct Customer's problem. Such payments shall be paid within thirty (30) days of receipt of an invoice from Intellichoice. Initial here Doc

9.5 NO OTHER WARRANTIES - Except as specifically provided herein, there are no other warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Intellichoice does not warrant that the functions contained in the Licensed Products will meet customer's requirement or that the operation of the Licensed Products will be uninterrupted or error free.

Intellichoice does not offer any warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose for the hardware recommended or resold by Intellichoice. Initial here Doc

10. Limitation of Liability

10.1 NO CONSEQUENTIAL DAMAGES - In no event shall Intellichoice be liable to Customer for loss of profit, lost savings or other direct, indirect or consequential damages arising out of breach of this Agreement or of obligations under this Agreement, the License

granted or for any claim made against Customer by any other party, even if Intellichoice has been advised of such damages or claim.
Initial here DC

10.2 **LIMITATION ON LIABILITY** - Intellichoice shall not be liable for any damages of whatever nature caused by any delay in delivery, operation, installation or Support of Licensed Products or services under this Agreement or resulting from any Licensed Products altered by Customer or at Customer's direction.

Initial here DC

10.3 **LIQUIDATED DAMAGES** - Intellichoice's liability, if any, to Customer for any reason for any Licensed Product or related in any way to any Licensed Product shall not exceed the initial fee set forth in Schedule 1 for such Licensed Product that have actually been paid to Intellichoice. Initial here DC

10.4 **NO ADDITIONAL FEATURES** - Customer's evaluation of and decision to procure License(s) hereunder for the Licensed Product(s) listed on Schedule 1 are based solely on a visual demonstration of the Licensed Product(s) by Customer and are not based in any way on any representations, verbal or otherwise, made by any Intellichoice employee, representative, agent or contractor. Intellichoice is in no way obligated to provide Licensed Product features, functionality, interfaces, training, support, services, or additional modules that were not demonstrated to the Customer, unless expressly set forth in a written attachment to this Agreement duly signed by Intellichoice. Customer understands and agrees that if a Licensed Product, feature, functionality, interface, training, support, service or related material is not specifically set forth in this Agreement or a duly signed Attachment to this Agreement, it will not be provided.

Initial here DC

11. Responsibility of the Parties

11.1 Customer shall be exclusively responsible for the supervision, management, operation and control of its use of the Licensed Products, including but not limited to: (1) initial installation, Product testing, installation of updates, data backup, data recovery, audit controls, and operating methods; and (2) implementing sufficient procedures to satisfy its requirements for security, data security and accuracy of input and output as well as restart and recovery in the event of malfunction; (3) operating and maintaining all hardware System Software and Database Software components used in the operation of the Licensed Product(s); and (4) maintain acceptable virus and other system scanning measures, data updates, as well as other standard security measures established for like Users in like circumstances.

12. Default and Cancellation

12.1 Each License granted hereunder may be cancelled by Intellichoice if Customer is in default in payment of any amount due under this Agreement for a period of thirty (30) days or more, or may be cancelled by either party at any time upon default by the other party of any other covenants of this License provided such default is not corrected within ninety (90) days after receipt of written notice thereof. Said written notice must set forth particulars of the alleged default.

12.2 Customer's obligation to pay fees and charges which have accrued and any damages arising from its breach of this Agreement shall survive cancellation. Any extension of time for payment shall not otherwise alter or affect Intellichoice's or Customer's rights or obligations or be deemed a waiver thereof.

12.3 In the event of default, the party in default shall pay all costs of enforcing the Agreement including obtaining damages for its breach and reasonable attorney's fees and costs.

13. Return on Cancellation

13.1 Within ten (10) days after the termination or cancellation for any reason of a License granted hereunder, Customer shall deliver to Intellichoice the applicable Licensed Products and all copies thereof in whatever form.

14. Notices

14.1 Any notice required pertaining to the subject matter of this Agreement shall be deemed rendered when the same has been hand delivered with signed transmittal record, emailed to Intellichoice executive level personnel and mutually acknowledged via written reply, or mailed certified postage prepaid, return receipt requested to Customer at the address shown for that party in Schedule 2, which is attached hereto and made a part hereof by this reference.

15. General

15.1 Any License granted in this Agreement shall not be deemed to include or extend to any product, Software, Material or Licensed Products of Intellichoice or any part thereof, heretofore or hereafter released by Intellichoice, unless specifically set forth in Schedule 1.

15.2 The laws of the State of Utah shall govern the interpretation, validity and effect of this Agreement. The courts of Utah shall have exclusive jurisdiction to determine all claims, disputes, actions, or suits which may arise hereunder and the parties hereby expressly consent to the exclusive jurisdiction and venue before the proper authority in Utah.

15.3 It is represented and warranted by the party signing on behalf of the Customer that all steps necessary to authorize Customer to enter into this Agreement have been duly and lawfully completed, that the signatory is authorized to sign this Agreement on behalf of the Customer, and that when executed this Agreement is valid and binding on Customer, its successors and assigns.

15.4 This Agreement shall take precedence over any other communications or documents that may be in conflict therewith. If, for any reason, any provision of this Agreement is found to be unenforceable, such provision shall be deemed to prohibit such activity only to the extent it is found to be unenforceable and the other provisions of this Agreement shall be unaffected to the extent permitted by law.

15.5 A waiver by either party of a breach of any term or condition of this Agreement shall not constitute a waiver of any further breach of a term or condition of this Agreement and no such waiver shall be effective unless in writing signed by the party against whom such waiver is asserted. The parties shall not be liable for any failure to perform due to causes beyond its reasonable control. Each party has relied upon its own examination of the full Agreement and the provisions thereof, and the warranties, representations, and covenants expressly contained in the Agreement itself. The parties are independent contractors and this Agreement will not be construed as a teaming Agreement or joint venture. It is not the intent of the parties to incur by contract any liability for the operations, acts, or omissions of the other party whatsoever. This Agreement shall not create any rights in or inure to the benefit of any third parties, except as specifically set forth in Paragraph 2.5. The paragraph headings used herein are for the convenience of the parties and shall not be deemed to modify or construe the provisions hereof. This Agreement shall be binding upon and shall inure to the benefit of the heirs and personal representatives and/or the successors and assigns of the parties.

15.6 Notwithstanding any term of this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable in any fiscal period during which payments are due under the Agreement, Customer shall immediately notify Intellichoice in writing of such occurrence and the Agreement shall terminate on the last day of the term for which sufficient appropriations or payments have been received or made, without penalty or expense to customer. Customer's obligation to make payments under this Agreement is from year to year only. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the Customer unless otherwise noted in this Agreement or in writing as a separate attachment hereto.

16. Attachments

16.1 The Attachments listed in Paragraph 16.2 are binding on the parties hereto and are made a part of this Agreement by this reference ("Attachments").

16.2 Attachments made a part of this Agreement:

Schedule 1- Deliverable Products, Costs, and Payment Terms

Schedule 2 - Contact, Leadership, and Payment Information, and Statement of Work

By its signature below, Customer represents and agrees that it has fully evaluated the Licensed Products to its complete satisfaction, that it has read and understands this Agreement, including the schedules attached hereto, that the Agreement constitutes the entire agreement, understanding and representations, expressed or implied, between Customer and Intellichoice with respect to the subject matter of this Agreement, and that this Agreement supersedes any and all prior communications and agreements between the parties, including all oral or written proposals, communications or other agreements. By their signatures below, the parties understand and agree that this Agreement may be modified or amended only by a written instrument signed by the duly authorized representatives of Customer and Intellichoice.

Intellichoice, Inc.

Marion County Sheriff's Office

Signed By: _____

Vice President

Signed By: _____

Authorized Representative

Signed By: _____

Vice President

Print name: David Capps, Sheriff

EFORCE Product License and Service Agreement**Schedule 1: Deliverable Products, Costs, and Payment Terms****Schedule 1.1: Deliverable Products and Costs****Civil****SaaS EFORCE Civil Package, up to 5 Users**

1

Includes hosted (AWS Government Cloud), software, project management, onsite training, and first year of support. Civil Software provides end user the ability to track civil payments, attempts to serve, service fees, etc.

\$15,036.84**CAD****SaaS EFORCE CAD Package, up to 5 Users**

1

Includes hosted (AWS Government Cloud), software, project management, onsite training, and first year of support. Provides end user full CAD functionality including, call taking, dispatching, resource allocation, ESRI based mapping system, etc.

\$29,613.51**Jail****SaaS EFORCE Jail Package, up to 15 Users**

1

Includes hosted (AWS Government Cloud), software, project management, onsite training, and first year of support. Provides end user the ability to access core system; admin, security, booking, movements, logs, SMT's, images, reporting, Use of Force, work release, biometric verification, inmate programs, etc

\$24,904.97**Mobile****EFORCE Mobile Implementation, Choose User Type and QTY**

1

Includes hosting (AWS Government Cloud), project management, form assistance, onsite training, and first year of support.

SaaS EFORCE Mobile Module Package

14

Includes Silent Dispatch User, CAD View User, AVL User with mapping, and eCitations User for the EFORCE Mobile application.

\$22,036.25

RMS

SaaS EFORCE RMS Package, up to 15 Users

1

Includes hosted (AWS Government Cloud), software, project management, onsite training, and first year of support. Provides end user with access to report writing, Dynamic Names Association (DNA), Wants & Warrants, Permits & Registration, Evidence with bar coding and inventory tools, graphics and document imaging, IBR reporting, analytic graphs and charts reporting, officer log, crime analysis and Ad Hoc reporting tool.

\$36,724.22

Interface(s)

e911 Interface

1

Allows for call data captured by the 911 controller to be auto-populated in the CAD call taker screen

State Query

1

Allows (qualified) users to query the state and federal CJIS databases. Each device must meet CJIS compliancy. This is intended to supplement your existing state CJIS implementation

VINE Interface

1

Data from the EFORCE JMS system is pushed to VINE.

Lonestar Commissary Interface

1

EFORCE send Inmate data to Lonestar Commissary product via FTP.

NCIC Phone Interface

1

Utilizes EFORCE Scheduled Reporting to send inmate data via SFTP to the NCIC phone system.

Livescan Interface Bi-Directional

1

Demographic arrestee information is pushed from JMS to the livescan machine / software. Images will be pushed back to the JMS.

eBONDS Interface

1

Interface with the Genesis eBONDS system making inmate, booking, offense and mugshot datasets available for query by eBONDS.

Net Data Interface	1	
EFORCE citation data is imported in the NetData court product.		
		\$45,300.28
Custom Deliverable(s)		
	1	
		\$0.00
Sub-Total		\$173,616.07
Total		\$173,616.07

Payment Notes, if any

Payment to be made in full and upfront. BuyBoard Contract number 692-23

Annual License and Support Fee

\$26,042.41

Annual License and Support Fees for Subsequent Years: Due and Payable on or before each Renewal Date as set forth in Section 1.11 of the License Agreement, unless otherwise noted in writing above.

EFORCE® Licensing Descriptions:

AVL License: AVL license allows dispatchers to see and track unit locations on a map.

CAD Limited Use License: A limited use License is to be used for admin and other users who will only need limited/occasional use of the EFORCE CAD system.

CAD User License: This license allows all functionality you need within the CAD. Examples would be dispatching, running queries, receiving calls, mapping, etc.

CAD View Only License: This license only allows the user to view current calls and Unit Status.

CAD Mapping: This functionality allows for basic mapping provided by our ESRI partnership. This is a base layer only. In order for the communication between servers to take place, a Client Access Policy must be established between the Agency and ESRI. More functionality may be possible; please discuss details with your EFORCE Sales Representative.

Civil User License: Provides end user the ability to track civil payments, attempts to serve, service fees, etc.

Court User License: User license for the EFORCE® court application. A server license is also required.

Fare Enforcement License: Allows users to warn, cite, and look up histories of passenger for fare enforcement.

iOS Mobile Silent Dispatch User License: User license for the EFORCE® iOS Mobile application. Includes: CAD View, reports, and rolodex.

iOS Mobile CAD View User License: User license for the EFORCE® iOS Mobile application. Includes: reports and rolodex.

iOS Mobile AVL User License: AVL user license for the EFORCE iOS Mobile application. Includes: mapping and tracking vehicle or person location with IPAD or iPhone using the built in location services in the device.

iOS Mobile eCitations User License: User license for the EFORCE® iOS Mobile application. Includes: reports and rolodex.

Jail Limited Use License: a limited use license it to be used for part-time and other users who will only need limited/occasional use of the EFORCE Jail system.

Jail User License: User License includes access to core system, admin, security, booking, movements, logs, SMT's, images, reporting, etc.

Mobile Citations: Provides the ability to electronically complete and submit citations in a mobile environment.

Mobile Handheld User: Provides the ability to electronically update unit status and completed data searches on a handheld device. Please confirm your device is supported.

Mobile Voiceless Dispatch: Mobile License includes voiceless dispatch, instant messaging to other mobile users, ability to view calls and notes, security checks, etc.

RMS Limited Use License: A limited use License is to be used for part-time personnel and other users, such as reserve officers, who will only need limited / occasional use of the EFORCE® RMS system.

RMS User License: Allows full functionality within RMS. Modules include writing reports, tracking evidence, field interviews, bicycle registration, citations, sex offenders, fare enforcement, warrants, etc.

Interface Terms and Conditions:

If Agency selected an interface and it is not listed explicitly in Schedule 1.1, it will not be included in the contract. Please refer to the specification sheet provided as an attachment to this Agreement for information on interfaces. Interface completion will be governed by this Agreement and the specification sheet.

Initial here: AK

EFORCE® will make a good faith effort to work with other vendors, state, user agencies, etc. to produce an operational interface. However, EFORCE® has no control of these entities, their schedules, fees, or technical capabilities. Unless plainly stated in this Agreement, Agency is responsible for any fees due and/or hardware required by a third party vendor. Payment of interface fees to EFORCE® only compensates for EFORCE® expenses and is not payment for the third party. Once eFORCE® has provided a verified mechanism, as per the specification sheet, for a data pull/push to EFORCE®, the interface will be considered completed.

Initial here: DC

Third Party Disclaimer

In management, development, and support of various deliverables EFORCE® is required to work with third party entities. EFORCE® claims no ownership of or financial influence over these entities, making your Agency and EFORCE® subject to their technology changes, response and timelines. In each of these third party situations, EFORCE® will make a good faith effort to provide the contracted deliverable. If for any reason the third party precludes EFORCE® from providing the deliverable, eFORCE® will not be held liable. For the protection of both your Agency and EFORCE®, a good faith effort will be provided but not exceeded.

Initial here: AK

Data Conversion Custom Deliverable Terms and Conditions:

If a data conversion is purchased, the following would apply:

Data Conversion Synopsis: Names, vehicles, and property data, along with the associated case/incident number, from your current system will be transferred into the EFORCE® database. The converted data from the old system will be viewable in eFORCE® RMS by performing a name search for an involved individual's name record. Due to the complex nature of table associations in EFORCE®, converted cases from the old system will not be editable or directly searchable by their case or event number. When a new record is entered into the eFORCE® system, converted involved data will be searchable in the system for auto population in the appropriate fields of a new event (case) record. This reduces duplicate involved data entry.

It is the Agency's responsibility to extract the data from their current system and provide it to EFORCE® in a readable format. Once the Agency administrator has been notified that the data conversion is complete, it is the Agency's responsibility to review the data conversion and notify the EFORCE® Project Manager of problems within 30 days.

Initial here: DC

Schedule 1.2: Payment Terms

Milestone	Amount Due	Due
Contract Signing /Licensing Fees and Hardware	\$128,315.79	Upfront
Completion of Software Installation / Training The EFORCE® applications are installed and operational on the Agency's server(s) or at the hosted facility. Training has been completed as defined in the Training section of this document.	Included	Upfront
Data Transfer See Data Conversion Custom Deliverable Terms and Conditions.	NA	N/A
Interface(s) See Interface(s) section; additionally: Interface Terms and Conditions. Refer to the specification sheet(s) provided as an attachment for information on interface(s). Interface completion will be governed by this agreement and the specification sheet.	\$45,300.28	Upfront
Custom Deliverable(s) See Custom Deliverable(s) section. Refer to the specification sheet(s) provided as an attachment for information on Custom Deliverable(s). Acceptance will be governed by this agreement and the specification sheet.	NA	N/A

Schedule 2: Contact, Leadership, and Payment Information & Statement of Work

Schedule 2.1: Contact and Leadership Information

Contact Information

Point of Contact for Agency Name	David Capps, Sheriff
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eMail	dcapps@co.marion.tx.us
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Office Phone	903-665-7201
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Cell Phone	903-665-0699
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Additional Contact Name (if applicable)	Shanna Maxwell
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eMail	shanna.maxwell@co.marion.tx.us
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Office Phone	903-665-3961
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Cell Phone	
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Information Technology Name	IT Outsource LLC, Tom Solomon Kody Youngblood
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eMail	tom@itoutsource.net dyoungblood@itoutsource.net
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Office Phone	903-578-9700
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Cell Phone	
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Leadership Information

1. If your leadership is an elected official (Sheriff), please provide the Sheriff's end of term date.	12/31/2028
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2. If applicable, please provide the name of your Sheriff.	David Capps
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Schedule 2.2: Payment Information

1. Is this purchase grant funded? NO

1a. If yes, please state any circumstances that are required by the grant. For example, down payment rules, timing regulations, etc.

2. Please provide a short description of your payment process and schedule. For example, all invoices must be submitted to a certain individual for approval on the second Tuesday of each month and will be paid on the third Tuesday of each month, etc.

Sheriff Department invoices may be submitted to contacts under schedule 2: David Capps dcapps@co.marion.tx.us, Jail Captain Shanna Maxwell shanna.maxwell@co.marion.tx.us and the auditor shanna.solomon@co.marion.tx.us. Invoices are paid on the second and last Mondays of each month with the Wednesday prior being the cut-off.

3. Is a Purchase Order (PO) number issued for payment? No

3a. If yes, will the PO number be required on billing? NO

3b. What is the process of obtaining a PO? A PO will be sent upon Commissioners Court approval for purchase.

4. Please provide a copy of your tax exemption certificate by attaching here, or, as late as your Kick Off Meeting.

5. Please indicate the form of invoice delivery your Agency prefers.

5a. Please provide your Agency's billing address: Marion County Auditor, 102 W Austin, Room 102, Jefferson, TX 75657

5b. If invoice delivery is eMail, please list all eMails required to receive the invoice.

dcapps@co.marion.tx.us
shanna.maxwell@co.marion.tx.us
shanna.solomon@co.marion.tx.us

6. Please provide contact information for the following:

a. Individual Approving Payment David Capps, Sheriff
eMail dcapps@co.marion.tx.us

Office Phone 903-665-7201

Cell Phone 903-665-0699

b. Accounts Payable Contact Shanna Solomon, County Auditor

eMail shanna.solomon@co.marion.tx.us

Office Phone 903-665-7240

Cell Phone 903-466-3924

Schedule 2.3: Statement of Work

Agency Name: Marion County Sheriff's Office
State: TX
Target Go Live Date: TBD

Agency Information

ORI [ORI] TX 1580000

Reporting Standards:

- . BIA ☐
- . NIBRS ☒
- . Clery ☐

Arrest Codes Initial Entry Method: Import from existing customer in Agency's state

Arrest Codes Initial Entry Methods Defined:

- . Manual Agency Entry: Agency is responsible for manual entry of all arrest codes. Entry is required after setup training but before the Agency can Go Live.
- . Import from Existing Customer in Agency's State: EFORCE will import arrest codes from an existing customer in Agency's state. This requires that the arrest codes be available from a customer in Agency's state.
- . Electronic Version Provided: Agency provides a list of existing arrest codes in the state and/or municipality in the form of a .csv or Excel document. Prior to providing the list to EFORCE, Agency is required to review for accuracy and completion. Once imported, the agency must set the IBR values for each reportable code.

Agency Training Information

Training Method: Onsite

End User Training Days: 3-5 days for the initial training with a follow-up training after 2 months.

Agency Hardware Information

Hardware Installation: Agency has agreed to have server hosted

Server Timeline, if applicable: N/A

Hardware/Server Specifications

Server Requirements

DATABASE SERVER

Requirement	Description
Hardware	2.0GHz Quad-Core or greater, 32GB RAM, 500GB or more of available Hard Disk space
Software	Windows Server 2019, 2016 SQL Server 2019, 2017, 2016 *Standard edition or higher required

**Remote access to the server for install and continued support*

APPLICATION SERVER

Components	Requirement
Hardware	2.0GHz Quad-Core or greater, 32GB RAM, 500GB or more of available Hard Disk space
Web Server	Windows Server 2019, 2016, IIS 10.0+
Server Extensions and Certificate	.NET Framework 4.8, SSL Certificate and Internet Domain

Server Requirements do not apply to EFORCE hosted customers. Some clients prefer to have both database and applications hosted from the same server. If your agency is utilizing Active Directory, the EFORCE application server must not be on the same server as your domain controller. For configurations involving one server, 2.0GHz Eight-Core processors or greater with 32GB RAM is recommended.

Software requirements are those listed for the Database Server combined with the Application Server.

The RAM requirements listed are the minimum required to operate. More RAM may be required if any of the following apply:

- Multiple CAD stations operating simultaneously.
- Multiple users are logged in at all times in multiple modules.
- More than four users using Mobile at the same time.
- When sharing the system with multiple agencies.

We recommend consulting with EFORCE Implementations regarding the appropriate amount of memory to install based on your specific situation.

Additional Specifications:

- Data backup procedures and hard drive redundancy is best practice
- Server must be powered by a UPS
- If your agency utilizes Active Directory, the EFORCE application server and the domain controller must be on separate machines.

- We recommend consulting with EFORCE Implementations regarding the appropriate amount of memory to install based on your specific situation.

Network

It is the responsibility of the customer to provide a sufficient LAN, WAN, or Wireless network. If EFORCE® deems that if any of these networks provide insufficient speeds or connectivity it will be the customer's responsibility to upgrade or replace these networks as specified by EFORCE®.

Minimum Requirements:

- A high speed internet connection 5 Mbs download and 3 Mbs upload bandwidth (or higher) with 100ms or less Latency to the application server for support services
- An average LAN or WAN throughput speed of 10 Mbps
- Average wireless speed of no less than 1.5 Mbs for mobile devices

It is understood that EFORCE® strives to use cutting edge technology. As advancements are made with the software, EFORCE® may deem that Agency's database, network, mobile devices, and/or server are not allowing for full software functionality. As a result, Agency may be required to upgrade database, network, mobile devices, and/or server to fully utilize the software ("Upgrade Requirement"). I hereby warrant that I am an authorized representative of my agency, and the agency understands and agrees to the Upgrade Requirement.

If Mobile products are purchased, Agency understands that complete functionality requires WiFi connectivity or a mobile service provider connection. EFORCE® is not liable for delays in communications due to the strength, stability, and/or available bandwidth of your mobile network.

Domain and Security Certificate

For data security and application functionality, we require the use of an internet domain and security certificate. The agency agrees to obtain an internet domain name and security certificate. The certificate is to be made available on the server and/or installed in IIS prior to the installation of the EFORCE Software Suite. The agency also agrees to keep the security certificate up to date. Software functionality cannot be guaranteed on servers that have an outdated security certificate.

Remote Access

The agency agrees to provide access to EFORCE support personnel using one of our three allowed methods: Kaseya remote agent (provided at no additional cost by EFORCE), VPN, or RDP (both provided by agency IT). The agency also agrees to provide EFORCE support personnel with a local administrator account on the application server that is hosting the EFORCE Software Suite. This includes ensuring that accounts are kept active and accessible by EFORCE support personnel. Maintaining access to the server and keeping the administrator account active is the responsibility of the agency. Failing to provide remote access releases EFORCE of any responsibility to provide support until remote access is reestablished.

Application Access Device Requirements

Full application functionality can be acquired through any PC connected to your network, using the supported web browsers of Google Chrome, Mozilla Firefox, or Microsoft Edge, and set as a trusted web site. Supported browsers and other devices are subject to change due to security or other limitations.

Mobile devices and other handheld units have specific layouts designed for these devices which may not include all features and functionality of EFORCE® software. If more information is needed regarding mobile devices, please feel free to talk with an EFORCE® representative.

Client/CAD Station Requirements

Components	Requirement
Windows CPU	X86 Dual or QuadCore 2.0 GHz processors or higher
Memory	4GB or more (8GB or more recommended)
Video	DirectX 11.0 Compatible device. 1920 x 1080 resolution is recommended for full functionality.
Monitor	Capable of handling 1920 x 1080 resolution (minimum 22 inch wide screen) <i>*Video card in workstation must support the desired resolution of the monitor.</i>
Network Connection to Server	5Mbs bandwidth or higher with 100ms or less Latency
Software	MS Windows 10 or newer
Browser	Recommended: Google Chrome Supported: Microsoft Edge (Chromium), Mozilla Firefox

RMS Client Requirements

Components	Requirement
CPU	X86 Dual or QuadCore 2.0 GHz processors or higher
Memory	4GB or more
Video	Capable of handling 1440 x 900 resolution <i>*Lower resolutions can be used but the overall experience is significantly affected.</i>
Monitor	Capable of handling 1440 x 900 resolution <i>*Video card in workstation must support the desired resolution of the monitor.</i>
Network Connection to Server	5Mbs bandwidth or higher with 100ms or less Latency
Software	MS Windows 10, iOS 9+
Browser	Recommended: Google Chrome Supported: Microsoft Edge (Chromium), Mozilla Firefox

State Link - Hosted Device Requirements

It is the responsibility of the customer to provide a sufficient device for applications hosted by EFORCE®. If EFORCE® deems that the device is insufficient it will be the customer's responsibility to upgrade or replace the device as specified by EFORCE®. The customer must allow EFORCE® access to the device remotely to install and maintain the application. Upon the customer's request, EFORCE® will provide the customer with a remote access agent for the customer's IT to install on the device.

Minimum Requirements:

CPU	2.0GHz Dual-Core or Greater
Memory	16 GB or more
Hard Drive	500 GB or more available storage
Operating System	Windows 10 or Windows Server 2016 or higher
.NET	.NET 4.8 or higher
SQL	SQL Server 2016 or higher. SQL Express is sufficient.

Agency Preparation Check List

Agency, please initial each item to indicate the requirement will be met prior to software installation. If not applicable, please mark "N/A" in the "Initials" box.

Initials	Item
NA	Have an operational network in place with a network connection ready and available for the application server(s) prior to scheduling training
per	Security and virus protection
per	High speed internet connection to application servers
NA	Data backup hardware and procedures if local install Agency (not hosted by EFORCE®)
NA	Wireless connectivity and an open port for mobile units and hand-held devices (if applicable)
NA	Provide loopback for Multi-Agency searches (if applicable)

Training

It is EFORCE® policy to complete setup/initial administration training online before end user training is to commence. End user training may be done online or onsite as indicated on the first page of the Statement of Work. EFORCE® requires that all customers go live following their end user training. EFORCE® Project Manager will handle all go live procedures.

Agency Training Requirements Check List

Agency, please initial each item to indicate the requirement will be met prior to software installation. If not applicable, please mark "N/A" in the "Initials" box.

Initials	Item
<i>Doc</i>	Computers for users- can be desktops or laptops
<i>Doc</i>	Provide facility for training (Onsite)
<i>Doc</i>	Area that will accommodate all Officers comfortably (Onsite)
<i>Doc</i>	Power hookups for Projector & Computer (network connection recommended) (Onsite)
<i>Doc</i>	Screen or wall to project onto if a projector is needed (Onsite)

Standard onsite training will generally be no more than a 1/2 day for each application.

Standard class size is 10-15 users; more users may require additional classes that will be coordinated with the EFORCE® Training Manager.

Training schedule coordination will take place between the EFORCE® Training Manager and the agency.

Training may occur anytime Monday-Friday 8:00 AM-5:00 PM.

Features and/or Functionality

EFORCE® makes every effort to ensure that our customers understand what capabilities are included in our software applications. However, it is possible, even with the best efforts of our representatives, that there may be a miscommunication on how specific functionality or capabilities are performed in the EFORCE® applications.

As a new customer, if there is any functionality that has not been demonstrated to your satisfaction please prepare a list of the these items and submit with this document. Any customizations must be listed in the Custom Deliverable(s) section of this document.

Features and/or Functionality Demonstration

I am an authorized representative for my agency and hereby warrant that the following statements are true and correct.

Please initial the statement that is accurate. If not applicable, please mark "N/A" in Initials box.

Only initial ONE BOX. Write "N/A" in the other.

These are opposing statements.

Initials	Statement
<i>DC</i>	There <u>are</u> no features or functionality which is required as part of our purchasing decision that has not been demonstrated to our Agency's satisfaction.

OR

Initials	Statement
<i>N/A</i>	There <u>are</u> features or functionality which is required as part of our purchasing decision that has not been demonstrated to our Agency's satisfaction. They are set forth in a list submitted herewith, or have been defined in the Custom Deliverables section of this document.

As an authorized representative for my agency, I hereby certify that I have read, understand, and warrant that the option selected in the previous statement as indicated by my initials is complete and accurate. I understand that if there are features or functionality required as a part of our purchasing decision that has not been demonstrated to my Agency's satisfaction, that they are to be set forth in a list submitted herewith, or are to be defined in the Custom Deliverables section of this document; otherwise, I agree that there are no features or functionality which is required as part of our purchasing decision that has not been demonstrated to my Agency's satisfaction.

Marion County Sheriff's Office

Signed By: *DC*

Printed Name: David Capps, Marion County Sheriff