

NON-BINDING GRANT CONTINGENCY AGREEMENT

This Agreement is made this _____ day of _____, _____ by and between PostInk Technology, L.P. (“PostInk”) and Hidalgo County Constable's Office, Precint 1, a County Law Enforcement Agency (“Agency”). PostInk and Agency shall be collectively referred to as the Parties.

WHEREAS, the Parties agree as follows:

1. PostInk is a software development company that has produced a software program called COPsync used by law enforcement agencies to collect, store, share data and compile reports.
2. The Agency, a law enforcement agency that is interested in licensing the use of COPsync.
3. The Agency may need hardware in order to use the COPsync software. Agency may also need to integrate the COPsync software into its existing records management, jail management, court management and/or Computer Aided Dispatch Software.
4. The Parties agree to cooperate with the drafting and submission of any applicable grant that will pay some or all of the cost of computer and related hardware necessary to utilize the COPsync software.
5. In the event the grant is approved, Agency must agree to the Software License Agreement attached as Exhibit “A” hereto and the Integration Agreement, if applicable, attached hereto as Exhibit “B”.
6. In exchange for the Agency being an early adopter of the COPsync software, Agency is offered a special pricing of \$9.95 per month for each patrol interface user and a flat fee of \$0.00 per month for up to 500 Agency administrators and necessary support staff. This special rate shall begin upon the execution of the Software License Agreement and continue for a period of 10 years. The special pricing shall include all updates of the original COPsync software, but shall not include added enhancements to the software.

This special price shall be available to the Agency for a period of 90 days from the approval of a grant as described above.

7. After the execution of this Agreement, the Agency shall seek from its budgetary authority (City Council/Commissioner’s Court) a non-binding resolution supporting the application for the grant. If requested, PostInk will participate in a presentation to the appropriate authority.

8. It is the intention of the Parties that this Agreement be non-binding on the Agency until such time as the grants is approved, at which time Agency must execute a Software License Agreement for the COPsync software and if applicable, an Integration Agreement. Agency may terminate its involvement in this arrangement at any time.

Executed on _____

LICENSOR:

POSTINK TECHNOLOGY, LP

By: RSIV, LLC, General Partner

RUSSELL CHANEY/ JASON SHANE RAPP

LICENSEE:

**HIDALGO COUNTY CONSTABLE'S
OFFICE, PRECINT 1**

By: _____

Its: _____