



Dear Hidalgo County Fire Marshals Office

Welcome to COPsync -- the largest law enforcement real-time, in-car information sharing, communication and data interoperability network in the U.S.!

Enclosed is the quote we committed to provide along with each of the supporting documents outlined in our meeting. These materials are intended to expedite your acquisition of the COPsync product or service you are acquiring as quickly as possible.

If you find any points in the enclosed documents for which you need clarification or discussion, please do not hesitate to contact your account executive or your customer support representative. Their contact information appears in the enclosed materials.

COPsync provides its commitment to you that we will work diligently with you to ensure you become an active customer in the timeliest manner as possible. It will assist us if you will fax your documents prior to mailing. We will be calling and/or visiting you throughout the process to keep you informed of the progress in processing your order.

For more information about COPsync and its suite of products and services, visit

We appreciate your business and look forward to serving your agency's needs. Please don't hesitate to call us with your questions or concerns as they arise.

The COPsync Customer Care Team

Agency Implementation Manager:

Wesley Harris, (214) 215-8072, wharris@copsync.com

Regional Sales Manager:

Patrick Hawthorne, (830) 660-6290, phawthorne@copsync.com

Index of Attachments

Attachment A -- COPsync Service Agreement

Attachment D -- Sole Source Letter

Attachment E -- Texas Counties with COPsync Presence

Attachment F -- Grant Letter



COPsync, Inc.

Service Agreement

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-865-6192
Fax: 972-201-9646

CUSTOMER:

Agency: Hidalgo County Fire Marshals Office
Address: 1615 S Closner, Suite H
Edinburg, TX 78539
Contact: Marshal Juan Martinez
Phone: (956) 239-1180
Email: juan.martinez@co.hidalgo.tx.us

SHIP EQUIPMENT TO:

Name: Same
Attention:
Address:

Quote #: 6135
Issue Date: 1/4/2013
Valid Thru: 3/5/2013

SEND INVOICE TO:

Name: Same
Attention:
Address:

Sales Tax: Exempt

Sales Rep: Patrick Hawthorne
Sales Reg: 1

Phone:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
5	---COPSYNC SOFTWARE--- COPsync Full Time Officer [12 mo. at \$99.95]	\$ 1,199.40	\$ 5,997.00
	---COPSYNC HARDWARE---		
5	GPS Receiver	\$ 45.00	\$ 225.00
5	Magtek Card Reader	\$ 79.00	\$ 395.00
	---COPSYNC MISCELLANEOUS---		
5	Officer Profile Setup & In-Person Training (\$300 minimum)	\$ 99.00	\$ 495.00
5	COPsync Software Configuration	\$ 99.00	\$ 495.00
1	COPsync Hardware Shipping/Handling	\$ 65.00	\$ 65.00
1	Travel & Project Implementation	Incl.	\$ -
SPECIAL TERMS		SOFTWARE	\$ 5,997.00
		HARDWARE	\$ 620.00
		MISCELLANEOUS	\$ 1,055.00
		COPSYNC GRANT ***	\$ (3,300.00)
		GRAND TOTAL	\$ 4,372.00
<p>....The COPsync Grant may be applied against COPsync services fees only.All amounts are due upon execution of this services agreement as described on page 2, Item 1, 'Invoicing and Payment.'</p> <p>***DO NOT PAY, THIS IS NOT AN INVOICE***</p>			

Classify: Service Agreement / Budget
Workbook: Hidalgo County Fire Marshals Office_6135_Service Agreement_Budget_2013 01 04.xls
Use File Name: Hidalgo County Fire Marshals Office_6135_Service Agreement_Budget_2013 01 04
Generated: 01/04/2013 at 11:32
Tool Version: Ver. 2012 05 17

*Open from Budgeting Software
1/4/2013
cbj*

1. **Invoicing & Payment.** COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice. By signing below Customer is agreeing to subscribe to the COPsync services and agreeing to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription and maintenance fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. Make all checks payable to: COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802018, Dallas, Texas, 75380-2108.
2. **Term.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.
3. **Installation.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.
4. **Taxes.** Upon presentation of invoices by COPsync, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on COPsync's net income).
5. **Title.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for hardware provided under this Services Agreement passes to customer upon delivery.
6. **Interface.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.
7. **Sales and Use Tax.** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.
8. **TLETS Application.** If applicable, Customer is solely responsible for making application and securing approval of its TLETS ("Texas Law Enforcement Telecommunications System") application. Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the TLETS application has been approved.
9. **Number of Users:** COPsync agrees to provide the total number of user licenses, at the specified monthly pricing per user, for use of the Service and related Software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Service at no charge to Customer for administrators and support staff.

COPsync, Inc

Signature: _____ Print Name: _____
Title: _____ Date: _____

Subscriber*

Signature: _____ Print Name: _____
Title: _____ Date: _____

*The person signing represents they are an authorized signatory.

Terms and Conditions

These Terms and Conditions describe the terms and conditions under which COPsync, Inc. ("COPsync" or "we") provides a subscription to you ("Subscriber" or "you") and your authorized users the service ("Service") to which you are subscribing as noted in the Services Agreement and related computer software ("Software")

1. **Subscription.** We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.
2. **Term.** The initial term (the "Initial Term") of the Services Agreement shall be as stated in the Services Agreement, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either you or we notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Permitted Use Only.** The COPsync Service and the related Software may be used only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for law enforcement purposes only. The BANKSync Service, COURTSync Service and the related Software may be used solely to communicate with the law enforcement officers that use the COPsync Service. The COPsync software driven video Software may be used only for law enforcement purposes. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.
4. **Restrictions.** You may not (1) copy or duplicate any part of the Service or Software; (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof; or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software; (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary or property rights.

Additionally you may not (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents, (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity; (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.
5. **Title; Confidentiality.** Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any patent of any third party.
6. **Grant-Back License.** You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to (a) allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service; and (b) use publicly-available data, whether background or foreground, and "de-identified" data, whether background or foreground, for research and academic purposes and for any other lawful purpose, including licensing or other transfers for value to unaffiliated third parties. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases.

We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement

- 7. Warranty Provisions.** We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service.

Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 4.1) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

- 8. Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software or Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arose in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties.

Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you

- 9. Termination.** We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service; (ii) remove the Software and Service from any servers upon which they have been installed; and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in XML format stored on CR ROM library.

- 10. General.** This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms.

In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Friday, December 14, 2012 11:05 AM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'; 'Tanya.Delira'
Subject: RE: Copsync

Marty,

I have reviewed the Copsync agreement and approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 13, 2012 2:02 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Darlene Betancourt'; 'Tanya.Delira'

Dear Hidalgo County Fire Marshals Office

This is a letter to advise that we are the sole source provider of the COPsync™ law enforcement real-time, in-car information sharing, communication and data interoperability network. We hold all copyrights for the software and have pending patent applications covering elements of the functionality. The COPsync™ solution is unique, in part, because it provides all the following functionality in one consolidated software solution:

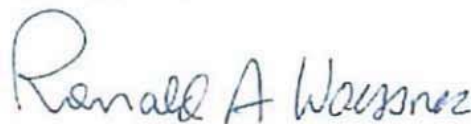
1. Real-time information sharing among all users at the point of incident – Data is gathered electronically at the point of incident, and is immediately available system wide. The COPsync network allows user agencies to exchange information from disparate record management systems through a common medium;
2. Instant access to all reports and citations among all users – All activity conducted on individuals, their associates, vehicles and locations is immediately available to all users;
3. Eliminates redundant data entry providing dividends in efficiency – Information captured from a driver's license scan or already resident in the system is populated across all forms automatically. Data collection and entry is standardized;
4. Multi-Jurisdictional Compatibility – Information sharing at the point of incident is available among users in all states;
5. GPS/AVL (Global Positioning/Auto Vehicle Locator) – The location, direction, speed and current activity of every user on the system is available to all COPsync network users;
6. Distance-Based Alerts – If a user enters the name, address, vehicle license plate, or associate of someone with a BOLO, the five nearest officers are automatically notified regardless of the agency;
7. Instant communication among all users – Any user on the system can be sent an instant message by selecting them on a list. The messaging is multi-jurisdictional and encrypted so it can only be monitored by COPsync users.
8. Map-Based Messaging – Messages can also be sent by clicking the receiving vehicle on the AVL map;
9. National, State and Local criminal database access – Criminal and vehicle history can be requested from the vehicle;
10. Vehicle Crash Reporting and Diagram Builder – All state forms and crash reports are generated electronically in COPsync, as well as the diagram;
11. e-Citation Utility – Tickets can be written in the system and are viewable by all users;

12. Law Reference Library – All relevant codes are loaded into the system and legislative updates are included, and can be searched by keyword, section or statute;
13. BOLO (Be On the Lookout) Database – Notices from Officer Safety Alerts to Missing Persons can be entered into the system. Officers making contact with a person, vehicle, location or associate of a person with a BOLO are immediately alerted;
14. Electronic Reporting including Driving While Intoxicated Utility – All reports can be completed electronically, in the field, and without redundant data entry. Forms like Booking Sheets, Complaint Forms, Towed Vehicle Inventories, and many others can be generated from the same centralized
15. COPsync Cache – Officers can continue to work seamlessly even in a disconnected state or in areas where they do not have a cellular signal.
16. Criminal Trespass Database – Officers can quickly and easily generate Criminal Trespass Warnings and print them in the field. They are then tracked in the database and available to all users;
17. No Technology Changes Required – COPsync can be used effectively without making changes to your current record, jail, or court management technology infrastructure. COPsync can also be interfaced with any record, jail, court, or computer-aided dispatch system;
18. GJXDM/NIEM Compliant – COPsync is compliant with the Global Justice XML and the National Information Exchange Model.

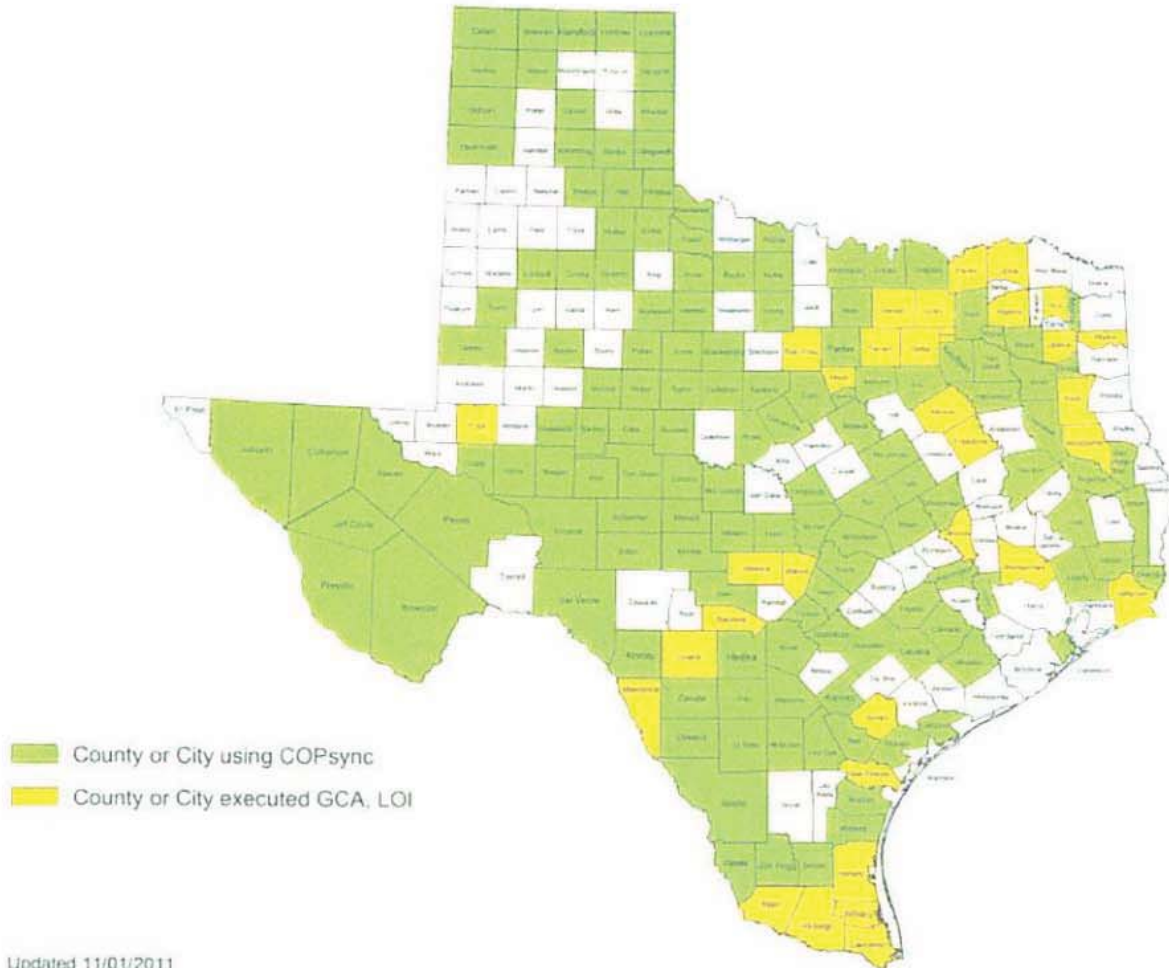
In summary, more than 200 law enforcement agencies in Texas, including the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE), have purchased COPsync on a sole-source basis.

If you have any questions relating to this topic please feel free to contact the COPsync customer support team between the hours of 8am – 5pm, Monday through Friday at 972-865-6192.

Very truly yours,



Ronald A. Woessner
Chief Executive Officer



January 4, 2013

Hidalgo County Fire Marshals Office
1615 S Closner, Suite H
Edinburg, TX 78539

Dear Marshal Juan Martinez:

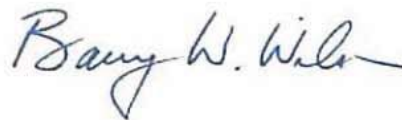
We understand that Hidalgo County Fire Marshals Office desires to join the COPsync information sharing network. I am writing this letter to inform you that COPsync is awarding Hidalgo County Fire Marshals Office a grant in order to enable it to join the network.

The amount of the grant is Three Thousand Three Hundred Dollars (\$3,300.00). This award is to be applied against the COPsync software licenses as stated in quote number 6135 and expires 60 days from the date of the quote.

Please contact your COPsync account executive if you have any questions about the quote or this COPsync grant.

We appreciate your business and look forward to having you as a member of the network!

Sincerely,



Barry W. Wilson
Chief Financial Officer