KOLOGIK
DYNAMIC DATA

Services Agreement

Date	January 1, 2018
Valid Until	**January 1, 2019**
Quote #	Panola Constable PCT2 SA-004

Customer

Constable Mitch Norton
Panola County Constable PCT 2
110 S. Sycamore Room 102 A
Carthage TX   75633-0000
(903) 392-0101 mitch.norton@co.panola.tx.us

Quote/Project Description

Mobile Copsync with MDM.

Quantity	Item Description	Unit Price	Line Total
2.00	Full Time License - Mobile -@$55.13 per month	$ 661.56	$ 1,323.12
1.00	MDM- Tablet security	$ 60.00	$ 60.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00

Special Notes and Instructions

Agreement does not include Internet Connectivity or Data Usage charges from Wireless Carrier. Agreement does not include the removal of existing equipment - Additional Charges may apply. Purchaser understands that additional documentation and submission required for TLETS access

Subtotal	$ 1,383.12

Payment Schedule

Year One	$ 1,260.00	Due Upon Installation
Year following	$ 1,260.00	Annual Maintenance

Finance Rate	0.00%
Down Payment	
Finance Amount	$ 1,383.12
Finance Charge	0

Grand Total	**$ 1,383.12**

Above Information is a Purchase Agreement for services/goods described above.

Finance Approval and Signed Agreement is required prior to provision of services/goods described in this Purchase Agreement.

Thank you for your business!

Should you have any inquiries concerning this quote, please contact:
Bryan Barrett
3837 Plaza Tower Dr. Suite C. Baton Rouge, LA 70816
Tel: (940) 735-2194   Email: bbarrett@kologik.com

INVOICING AND PAYMENT: Kologik ("Kologik") 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 unless otherwise provided in the invoice. By signing below Customer is agreeing to subscribe to the Kologik services and 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. For electronic payment remittance, contact Michael Morales at mmorales@kologik.com.
Make all checks payable to: Kologik, Attn: Accounts Receivable, PO Box 591, Belle Chasse, LA 70037.

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.

INSTALLATION: Kologik 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 Kologik services. The Customer agrees to execute Kologik's acceptance forms upon completion of hardware installation and training, as applicable.

TITLE: Title to the Service and Software is reserved to Kologik. Title to, and risk of loss, for Hardware provided under this Services Agreement passes to customer upon delivery.

INTERFACE: The parties shall enter into a separate integration agreement if the Kologik 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 Kologik database.

SALES & 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.

LETS APPLICATION: If applicable, Customer is solely responsible for making application and securing approval of its application to connect to the state law enforcement telecommunications system ("LETS"). Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the LETS application has been approved.

NUMBER OF USERS: Kologik agrees to provide the total number of user licenses for the Kologik Network service, 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, Kologik agrees to provide a maximum of five (5) user licenses for the Kologik Network Service at no charge to Customer for administrators and support staff.

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

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.

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 party notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.

Permitted Use Only: The Kologik Service and 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 emergency service personnel. The COPsync 911 Service, COURTsync Service and the related Software may be used solely to communicate with the law enforcement officers that use the Kologik Service.

Restrictions: You may not (1) copy or duplicate the Service or Software or any of its features or functions; (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 sub-license 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, except in the case of the VidTac system where multiple users of the evidence dashboards are permitted; (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 use or access the Service or Software to (5) develop a competitive product or service (either electronic, print, or a combination, now existing or developed in the future); (6) make or have made a product using similar ideas, features, functions or graphics of the Service or Software, make derivative works based upon the Service or Software, or "frame" or "mirror" the Service or Software; (7) (except as expressly permitted by this Agreement) sell, rent, license, distribute, transfer, exploit or disclose the Software or Service or its contents, (8) copy, reproduce, manufacture, alter, reverse engineer, disassemble, or reverse compile any features or functions of the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or any part thereof to any person, corporation or other entity; (9) 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 (10) remove or obscure any of our copyright, patent, or other intellectual property notices. Due to the nature of this Service, any misuse or unauthorized modification of the Service or Software may result in civil or criminal liability.

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 third party patent.

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) consistent with applicable law, including privacy laws, use publicly-available data, whether background or foreground, and "de-identified" data (meaning that the data is not identified as having originated with Subscriber), 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 databases. 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.

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 5) 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.

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 arise 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.

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. Upon written request, we shall provide you a copy of your foreground data stored in our data bases in CSV format.

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. 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 Kologik 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.

KOLOGIK
DYNAMIC DATA

_____
Agency Representative Signature

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Kologik Representative Signature

_____
Printed Name/Title

_____
Printed Name/Title

_____
Date of Signature

_____
Date of Signature

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DYNAMIC DATA

Services Agreement

Date	October 1, 2019
Valid Until	**September 29, 2020**
Quote #	Panola Constable PCT2 SA-001

Customer

Constable Mitch Norton
Panola County Constable PCT 2
110 S. Sycamore Room 102 A
Carthage TX   75633-0000
(903) 392-0101 mitch.norton@co.panola.tx.us

Quote/Project Description

Mobile Copsync with MDM.

Quantity	Item Description	Unit Price	Line Total
2.00	Full Time License - Mobile -@$50.00 per month	$ 600.00	$ 1,200.00
1.00	MDM - Tablet security	$ 60.00	$ 60.00
			$ 0.00
			$ 0.00
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Thank you for your business!

Should you have any inquiries concerning this quote, please contact:
Bryan Barrett
3837 Plaza Tower Dr. Suite C. Baton Rouge, LA 70816
Tel: (940) 735-2194   Email: bbarrett@kologik.com

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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.

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 party notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.

Permitted Use Only: The Kologik Service and 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 emergency service personnel. The COPsync 911 Service, COURTsync Service and the related Software may be used solely to communicate with the law enforcement officers that use the Kologik Service.

Restrictions: You may not (1) copy or duplicate the Service or Software or any of its features or functions; (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 sub-license 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, except in the case of the VidTac system where multiple users of the evidence dashboards are permitted; (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 use or access the Service or Software to (5) develop a competitive product or service (either electronic, print, or a combination, now existing or developed in the future); (6) make or have made a product using similar ideas, features, functions or graphics of the Service or Software, make derivative works based upon the Service or Software, or "frame" or "mirror" the Service or Software; (7) (except as expressly permitted by this Agreement) sell, rent, license, distribute, transfer, exploit or disclose the Software or Service or its contents, (8) copy, reproduce, manufacture, alter, reverse engineer, disassemble, or reverse compile any features or functions of the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or any part thereof to any person, corporation or other entity; (9) 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 (10) remove or obscure any of our copyright, patent, or other intellectual property notices. Due to the nature of this Service, any misuse or unauthorized modification of the Service or Software may result in civil or criminal liability.

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 third party patent.

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) consistent with applicable law, including privacy laws, use publicly-available data, whether background or foreground, and "de-identified" data (meaning that the data is not identified as having originated with Subscriber), 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 databases. 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.

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 5) 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.

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 arise 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.

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. Upon written request, we shall provide you a copy of your foreground data stored in our data bases in CSV format.

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. 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 Kologik 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.

KOLOGIK
DYNAMIC DATA

_____

Agency Representative Signature

_____

Kologik Representative Signature

_____

Printed Name/Title

_____

Printed Name/Title

_____

Date of Signature

_____

Date of Signature