

EXHIBIT  
3



## Network Subscription Proposal

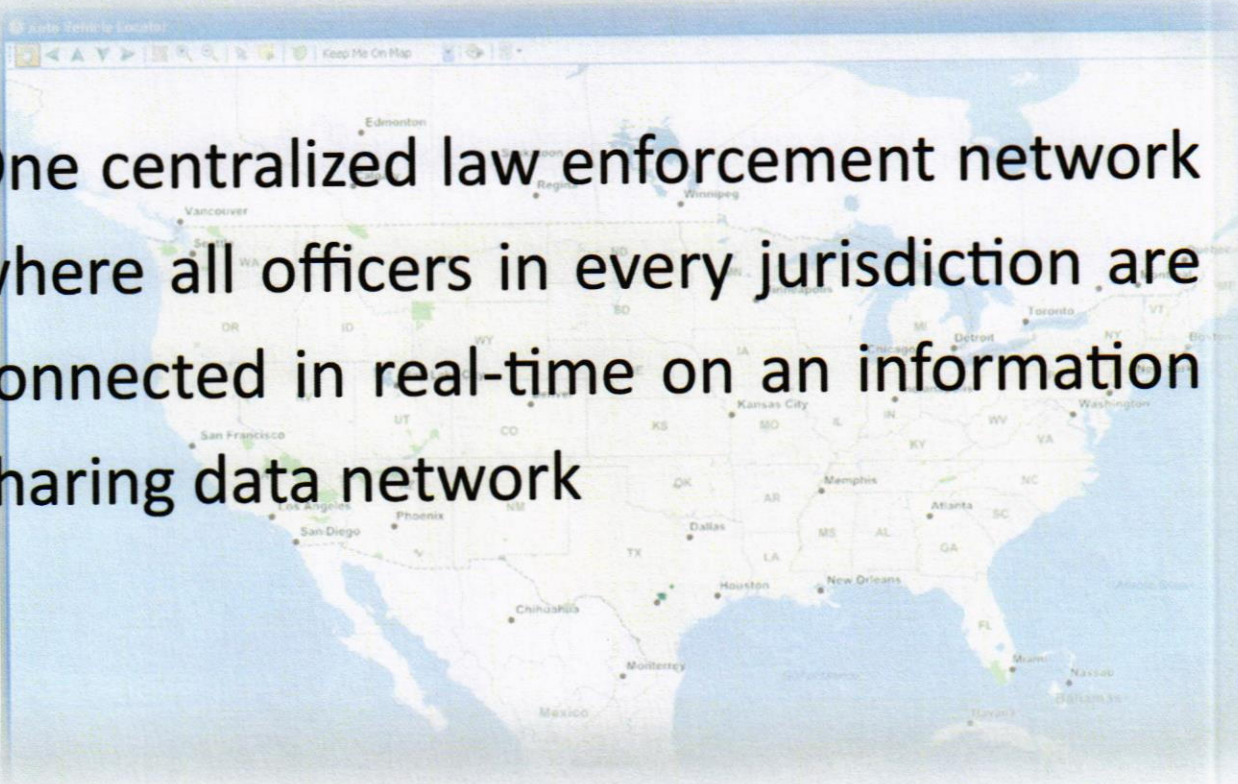
# Hopkins County Sheriff's Office

# One Network



## COPsync Vision

One centralized law enforcement network where all officers in every jurisdiction are connected in real-time on an information sharing data network



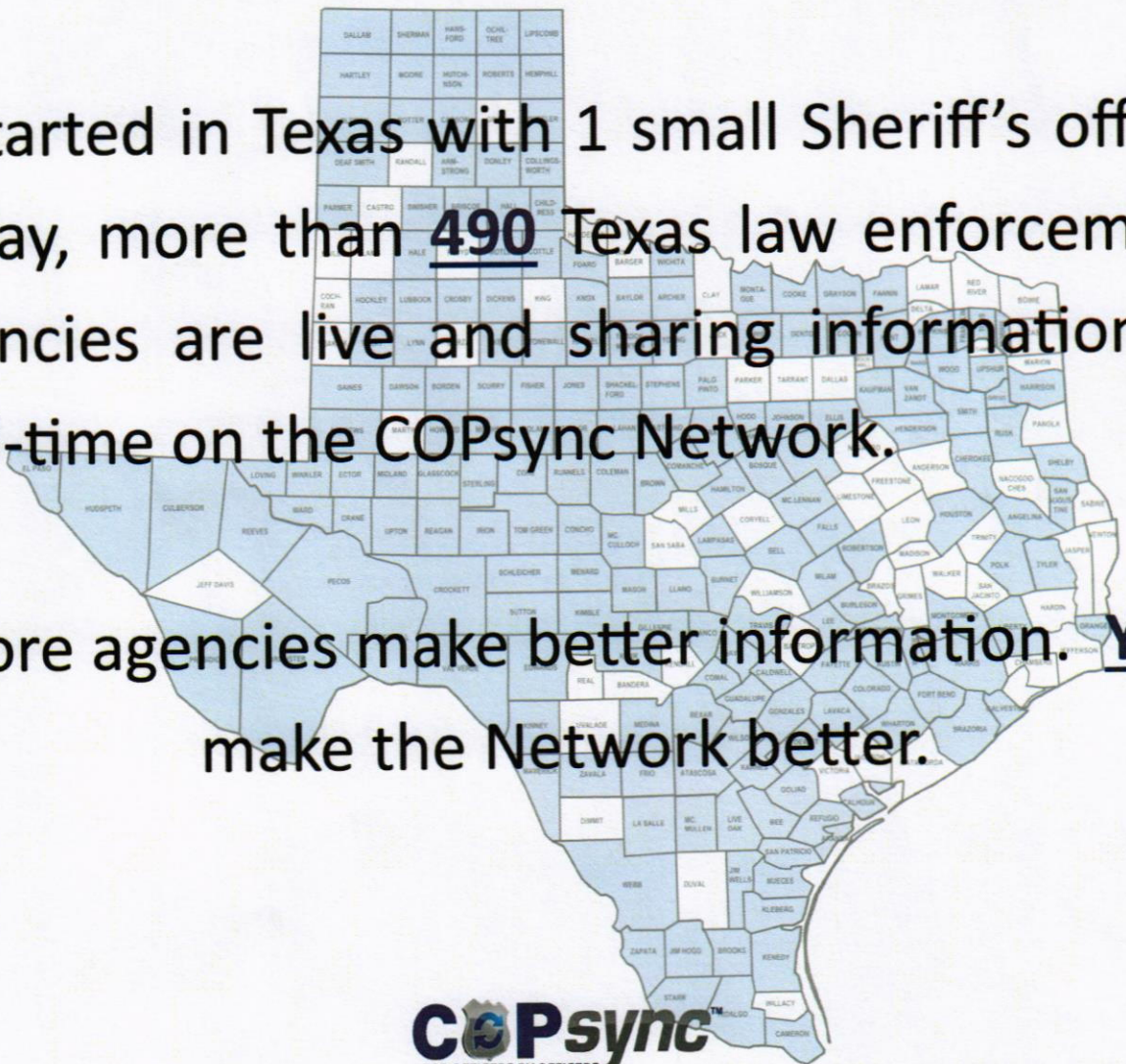
# One Network



## COPsync Presence

It started in Texas with 1 small Sheriff's office. Today, more than 490 Texas law enforcement agencies are live and sharing information in real-time on the COPsync Network.

More agencies make better information. You make the Network better.



*One Network**COPsync Mission*

To create value by enabling law enforcement officers and other security professionals to interdict crime and criminal activity more effectively and efficiently, thereby protecting lives and property.





September 9, 2015

Dear Hopkins County Sheriff's 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 [www.copsync.com](http://www.copsync.com).

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](mailto:wharris@copsync.com)

**Regional Sales Manager:**

Cyndi McCrory, (214) 681-2337, [cmccrory@copsync.com](mailto:cmccrory@copsync.com)



**Index of Attachments**

Attachment A -- COPsync Service Agreement

Attachment D -- Sole Source Letter

Attachment F -- COPsync Grant Letter

**COPsync, Inc.**

**Service Agreement**

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

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

**CUSTOMER:**  
Agency: Hopkins County Sheriff's Office  
Address: 298 Rosemont  
Sulphur Springs, TX 75482  
Contact: Lt Tanner Crump  
Phone: (903) 438-4054  
Email: tcrump@hopkinscountytexas.org

**SHIP EQUIPMENT TO:**  
Name:  
Attention:  
Address:

Quote #: 8280  
Issue Date: 9/9/2015  
Valid Thru: 11/8/2015

Sales Rep: Cyndi McCrory / Alyssa Kirk

**SEND INVOICE TO:**  
Name:  
Attention:  
Address:

Sales Tax: Exempt

Final: Yes

**RESELLER:**

Phone:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>--- COPSYNC SOFTWARE AND SUPPORT ---</b>			
16	100-010 COPsync Enterprise Full-time Officer [48 mo @ \$99.95] All COPsync Enterprise Full-time Officers are enabled to receive COPsync911 alerts.	\$ 4,797.60	\$ 76,761.60
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3	100-035 COPsync Enterprise Admin/Clerical [48 mo @ \$.00]	N/C	
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1	Additional COPsync costs for the following:	\$ 11,222.30	\$ 11,222.30
3	100-715 Trainers in the 8 Hour COPsync Train the Trainer Class	Incl.	
1	100-725 Classes to be conducted	Incl.	
18	100-740 COPsync Software Configuration per Vehicle	Incl.	
18	100-752 COPsync Vehicle Installation: Console or Pole - COPsync only - Full MDT; with Accessories	Incl.	
23	100-770 Officer Setup and Agency Implementation Services (\$600 minimum)	Incl.	
<b>--- COMPUTERS AND ACCESSORIES ---</b>			
18	805-DKX Getac S400 G3: Intel Core i5 - 4210M Processor 2.6GHz, 14" (No Webcam), Microsoft Windows 7 Professional x64 with default RAM 8GB, 500GB HDD, Sunlight Readable (LCD + Touchscreen), Multi language + US KBD + US Power cord, Mechanical Backlit KBD with Fingerprint, Wifi + BT, 21C Low Temp option, Express Card 54, Smart Card Reader, SD Card Reader, TPM 1.2, Low Temp -21°C, IP5X, 3 Year Warranty	\$ 2,467.40	\$ 44,413.20
18	805-DKX Getac S400 G3 Grant	\$ (367.40)	\$ (6,613.20)
18	805-240 LIND 12-32V DC vehicle adapter/charger	\$ 189.00	\$ 3,402.00
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36	895-810 Laptop shipping and handling	\$ 24.75	\$ 891.00
1	895-815 Accessories shipping and handling	\$ 24.75	\$ 24.75
Note:	Should extra trips be required, COPsync will invoice the agency for on-site services, plus travel time and expenses.		
<b>SPECIAL TERMS</b>		COPSYNC	\$ 51,974.30
<p><i>Customer is responsible for enabling Internet connectivity at your expense for each device before COPsync, COPsync, or COURTSync can be installed. If you do not have an Internet service, most providers offer a special government or education rate.</i></p> <p><i>All amounts are due upon execution of this services agreement as described in Item 1, 'Invoicing and Payment.'</i></p> <p><i>100% of hardware and accessories component, and 50% of the VidTac equipment, if any, contained in this quote are due and payable within 10 days of invoice date. COPsync will procure the hardware and VidTac components of this order following receipt of \$23,025.70.</i></p> <p><i>Should the number of officers trained by COPsync's authorized trainer exceed contracted quantities, COPsync will issue a separate invoice for the additional officers and/or training classes at the applicable prices for each.</i></p> <p><i>5th year of COPsync Enterprise software at no charge after financing is paid off.</i></p> <p style="text-align: center;"><b>***DO NOT PAY, THIS IS NOT AN INVOICE***</b></p>		COMPUTERS & ACCES	\$ 23,025.70
		GRAND TOTAL	\$ 75,000.00

Classify: Service Agreement / Budget  
Workbook: Hopkins County Sheriff's Office\_8280\_Service Agreement\_Budget\_2015 09 09.xls  
Use File Name: Hopkins County Sheriff's Office\_8280\_Service Agreement\_Budget\_2015 09 09  
Generated: 09/09/2015 at 15:25  
Tool Version: Ver. 2015 08 08



1. **INVOICING AND 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 unless otherwise provided in the invoice. By signing below Customer is agreeing to subscribe to the COPsync 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. **Make all checks payable to:** COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802108, 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. **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.
5. **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.
6. **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.
7. **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.
8. **NUMBER OF USERS.** COPsync agrees to provide the total number of user licenses for the COPsync 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, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Network Service at no charge to Customer for administrators and support staff.

COPsync, Inc

Signature: Alyssa Kirk Print Name: Alyssa Kirk  
 Title: FOR THE CFO Date: September 28, 2015

Subscriber\*

Signature: Robert Newsum Print Name: Robert Newsum  
 Title: County Judge Date: 9-28-15

Email address to which to send invoice: \_\_\_\_\_

\*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 of 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 party 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 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 COPsync Service. The COPsync VidTac video system may be used only for law enforcement and emergency service 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, except in the case of the VidTac system 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 (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 third party patent.
  
- 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 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.

- 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 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.

- 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 a mutually agreed format.

- 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.



September 9, 2015

Dear Hopkins County Sheriff's Office:

This is a letter to advise that we are the sole source manufacturer of the COPsync™ real-time law enforcement information sharing network ("COPsync Network"), including the COPsync911™ threat alert service ("COPsync911 Service").

We hold all copyrights for the technology; hold a patent (patent no. 9,047,768) entitled, "Method, System and Computer Product for Law Enforcement," which covers certain elements of the COPsync Network and hold other patents pending and patent applications covering certain elements of the COPsync Network and COPsync911 Service. Aspects of the COPsync Network and COPsync911 Service that we believe make them unique include the following:

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 to all users on the system.
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: 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 all users.
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 users.
6. Distance-Based Alerts: If a user enters the name, address, vehicle license plate, or associate of someone with an officer safety BOLO, the five (configurable) 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. The messaging is multi-jurisdictional and encrypted so it can only be accessed by users.
8. Map-Based Messaging: Messages can also be sent directly to specific vehicles appearing on the AVL map.
9. National, State and Local criminal database access: Criminal and vehicle history can be queried from the patrol vehicle.



10. Vehicle Crash Reporting and Diagram Builder: State forms and crash reports are generated electronically in the COPsync system, as well as the diagram.
11. e-Citation Module: Tickets can be written in the system and are viewable by all users.
12. Law Reference Library: 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 DUI Module: Reports can be completed electronically, in the field, and without redundant data entry. Forms, including Booking Sheets, Complaint Forms, Towed Vehicle Inventories, and many others can be generated from the same centralized screen.
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 readily 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: The COPsync system can be used effectively without making changes to your current record, jail, or court management technology infrastructure. The system can also be interfaced with any record, jail, court, or computer-aided dispatch system, assuming cooperation from the relevant vendor.
18. COPsync911: Teachers and others can send emergency alerts directly to the closest patrol officers, regardless of agency jurisdiction, and the local dispatch center; the person sending the alert and the alert recipients may communicate in real-time among themselves in a virtual chat room.

In conclusion, hundreds of law enforcement agencies and schools have purchased the COPsync Network and COPsync911 system on a sole-source basis. If you have any questions please contact me.

Very truly yours,

Ronald A. Woessner  
Chief Executive Officer



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026

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Attachment F  
COPsync Grant Award

September 9, 2015

Hopkins County Sheriff's Office  
298 Rosemont  
Sulphur Springs, TX 75482

Dear Lt Tanner Crump :

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

This letter awards Hopkins County Sheriff's Office a grant of Thirty Nine Thousand Eight Hundred Forty Dollars (\$39,840.00), which is to be applied against the COPsync software licenses as stated in quote number 8280 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

**COPsync, Inc.**

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

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

**CUSTOMER:**  
Agency: Hopkins County Sheriff's Office  
Address: 298 Rosemont  
Sulphur Springs, TX 75482  
Contact: Lt Tanner Crump  
Phone: (903) 438-4054  
Email: tcrump@hopkinscountytx.org

**SHIP EQUIPMENT TO:**  
Name:  
Attention:  
Address:

Quote #: N/A  
Issue Date: 9/3/2015  
Valid Thru: N/A

Sales Rep: Cyndi McCrory / Alyssa Kirk

**SEND INVOICE TO:**  
Name:  
Attention:  
Address:

Sales Tax: Exempt

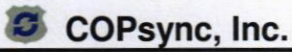
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Note:	Should extra trips be required, COPsync will invoice the agency for on-site services, plus travel time and expenses.		
<b>SPECIAL TERMS</b>		COPSYNC	\$ 51,974.30
<p><i>Customer is responsible for enabling Internet connectivity at your expense for each device before COPsync, COPsync, or COURTSync can be installed. If you do not have an Internet service, most providers offer a special government or education rate.</i></p> <p><input type="checkbox"/> 100% of hardware and accessories component, and 50% of the VidTac equipment, if any, contained in this quote are due and payable within 10 days of invoice date. COPsync will procure the hardware and VidTac components of this order following receipt of \$23,025.70.</p> <p><input type="checkbox"/> Should the number of officers trained by COPsync's authorized trainer exceed contracted quantities, COPsync will issue a separate invoice for the additional officers and/or training classes at the applicable prices for each.</p> <p><b>5th year of COPsync Enterprise software at no charge after financing is paid off.</b></p> <p style="text-align: center;">***DO NOT PAY, THIS IS NOT AN INVOICE***</p>		COMPUTERS & ACCES	\$ 23,025.70
		GRAND TOTAL	\$ 75,000.00

Classify: Estimate / Budget  
Workbook: Hopkins County Sheriff's Office COPsync\_S400\_Estimate\_Budget\_2015\_09\_03.xls  
Use File Name: Hopkins County Sheriff's Office\_0000\_Estimate\_Budget\_2015\_09\_03  
Generated: 09/03/2015 at 16:46  
Tool Version: Ver. 2015 08 08



**Service Agreement**

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

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

**CUSTOMER:**

Court: Hopkins County JP Precinct 2  
Address: 128 G Jefferson  
Sulphur Springs, TX 75482  
Contact: Judge Brad Cummings  
Phone: (903) 438-4036  
Email: jp2@hopkinscountyt.org

Quote #: 8292  
Issue Date: 9/16/15  
Valid Thru: 11/15/2015

Sales Rep: Cyndi McCrory / Alyssa Kirk

**SEND INVOICE TO:**

Name:  
Attention:  
Address:

Sales Tax: Exempt

Final: **Yes**

Phone:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>--- COURTSYNC ---</b>			
1	300-012 COPsync side only integration with the court's municipal court system Includes COURTSync, WARRANTsync, and Mobile Web App installation. Warrant Transfer if desired	\$ 5,000.00	\$ 5,000.00
1	300-015 Annual Service Fees [1 yr(s). at \$1,200/yr]	\$ 1,200.00	\$ 1,200.00
1	300-025 Training (Additional charges will apply if additional on-site days are required.)	\$ 600.00	\$ 600.00
<b>SPECIAL TERMS</b>		SUB-TOTAL	\$ 6,800.00
<b>See additional Terms and Conditions.</b>		GRANT YEAR 1	\$ (2,500.00)
<b>COPsync 911 to include JP builds, Courthouse, and DA Annex.</b>		TOTAL	\$ 4,300.00
<b>***DO NOT PAY, THIS IS NOT AN INVOICE***</b>			

Classify: Service Agreement / Budget  
Workbook: Hopkins County JP Precinct 2\_8292\_Service Agreement\_Budget\_2015 09 16.xls  
Use File Name: Hopkins County JP Precinct 2\_8292\_Service Agreement\_Budget\_2015 09 16  
Generated: 09/16/2015 at 08:28  
Tool Version: Ver. 2015 08 08



1. Description of WARRANTsync™ Service. You are receiving a subscription to use the WARRANTsync Service ("Service") and the related Software. The Service is a warrant collection system that enables Texas law enforcement officers using COPsync's information sharing and data interoperability service to be notified in real-time of outstanding Texas Class C misdemeanor warrants, including your warrants, and collect payment for these warrants in field, at the point of incident, via a credit card or check. You understand there is no guarantee that officers receiving notice of outstanding warrants will actually collect on the warrant or arrest the violator.
2. Amounts Due Issuing Court and Collecting Agency. Payment of any amounts collected in respect of your warrants will be electronically transmitted directly to an account you specify. You will be responsible for all dues, fees, assessments, network charges, interchange fees and the like charged in respect of the electronic transmission to you or your designee of the amounts collected. We will also bill you, on behalf of the warrant collecting agency, the statutory warrant collection fee authorized by Article 102.011 of the Texas Code of Criminal Procedure. If a court determines that the violator is entitled to reimbursement of the statutory collection fee, you (not we) are responsible for refunding that fee.
3. Fees Due COPsync. By signing this Service Agreement ("SA") you are agreeing to subscribe to the Service. We may issue invoices for amounts due upon the execution of this SA. The annual maintenance and warrant custodian fees are to be paid at the beginning of each service year, unless otherwise provided in this SA. The import fee covers the initial setup to enable your warrants to be loaded into our databases and made available to participating officers and includes the interface between us and your court vendor if the vendor interfaces to our application programming interface (API). We reserve the right to propose an additional charge if your court vendor is unable to interface using our API. We also charge a warrant clearing transaction fee of \$10 per warrant cleared. The fee will be automatically added to the warrant amount and collected from the violator where permitted by applicable law. The transaction fee will be billed to you monthly. Invoices are due within 30 days of invoice date. Checks are payable to: COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802108, Dallas, TX 75380-2108.
4. Term. This SA shall be for the Term stated on the face of this SA. The initial period of this SA begins on the 60th day following the date of this SA or, if earlier, on the date the installation and training are completed and/or the Services is initiated and made available to you. This SA may not be cancelled or terminated before the expiration of the Term except as provided in the attached Terms & Conditions or as permitted by applicable law.
5. Installation; Training. We shall provide, directly or through designated third-party service providers, installation and training in respect of the Service. You agree to execute our acceptance forms upon completion of installation and training, as applicable.
6. Taxes. Upon presentation of invoices by us, you agree 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 our net income).
7. Number of Users. The warrant custodian fee covers an unlimited number of users at a single physical location.
8. Sales and Use Tax. The products and services provided under this SA are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.

**COPsync, Inc**

Signature: Alyssa Kiet  
Title: for the CFO

Print Name: Alyssa Kiet  
Date: September 28, 2015

**Subscriber\***

Signature: Robert Newsum  
Title: County Judge

Print Name: Robert Newsum  
Date: 9-28-15

Email address to which to send invoice: \_\_\_\_\_

\*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 use its computer software ("Software") and its WARRANTsync™ warrant clearing service ("Service"), as described in the Service Agreement to which these Terms and Conditions are attached, to you ("Subscriber" or "you") and your authorized users.

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. **Law Enforcement Use Only.** You may use the Service and the Software solely for your own benefit in your court operations. The Service and the Software may be accessed only by law enforcement officers, judges, administrators and authorized support staff, and for law enforcement purposes and administration of justice purposes only. 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; (5) use the Service or Software to develop your own law enforcement or court product or service (either electronic, print, or a combination, now existing or developed in the future).

Additionally, you may not (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 U.S. 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 the COPsync information sharing and data interoperability 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 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.

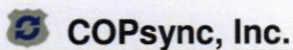
8. **Limitation of Liability.** To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the 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 computers or 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.



**Service Agreement**

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

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

**CUSTOMER:**

Court: Hopkins County JP Precinct 1  
Address: 128 K Jefferson  
Sulphur Springs, TX 75482  
Contact: Judge B.J. Teer  
Phone: (903) 438-4026  
Email: jp1@hopkinscountytexas.org

Quote #: 8291  
Issue Date: 9/16/15  
Valid Thru: 11/15/2015

Sales Rep: Cyndi McCrory / Alyssa Kirk

**SEND INVOICE TO:**

Name:  
Attention:  
Address:

Sales Tax: Exempt

Final: **Yes**

Phone:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
<b>--- COURTSYNC ---</b>			
1	300-012 COPsync side only integration with the court's municipal court system Includes COURTSync, WARRANTsync, and Mobile Web App installation. Warrant Transfer if desired	\$ 5,000.00	\$ 5,000.00
1	300-015 Annual Service Fees [1 yr(s). at \$1,200/yr]	\$ 1,200.00	\$ 1,200.00
1	300-025 Training (Additional charges will apply if additional on-site days are required.)	\$ 600.00	\$ 600.00
<b>SPECIAL TERMS</b>		SUB-TOTAL	\$ 6,800.00
<i>See additional Terms and Conditions.</i>		GRANT YEAR 1	\$ (2,500.00)
<b>COPsync 911 to include JP builds, Courthouse, and DA Annex.</b>		TOTAL	\$ 4,300.00
<b>***DO NOT PAY, THIS IS NOT AN INVOICE***</b>			

Classify: Service Agreement / Budget  
Workbook: Hopkins County JP Precinct 1\_8291\_Service Agreement\_Budget\_2015 09 16.xls  
Use File Name: Hopkins County JP Precinct 1\_8291\_Service Agreement\_Budget\_2015 09 16  
Generated: 09/16/2015 at 08:20  
Tool Version: Ver. 2015 08 08



1. Description of WARRANTsync™ Service. You are receiving a subscription to use the WARRANTsync Service ("Service") and the related Software. The Service is a warrant collection system that enables Texas law enforcement officers using COPsync's information sharing and data interoperability service to be notified in real-time of outstanding Texas Class C misdemeanor warrants, including your warrants, and collect payment for these warrants in field, at the point of incident, via a credit card or check. You understand there is no guarantee that officers receiving notice of outstanding warrants will actually collect on the warrant or arrest the violator.
2. Amounts Due Issuing Court and Collecting Agency. Payment of any amounts collected in respect of your warrants will be electronically transmitted directly to an account you specify. You will be responsible for all dues, fees, assessments, network charges, interchange fees and the like charged in respect of the electronic transmission to you or your designee of the amounts collected. We will also bill you, on behalf of the warrant collecting agency, the statutory warrant collection fee authorized by Article 102.011 of the Texas Code of Criminal Procedure. If a court determines that the violator is entitled to reimbursement of the statutory collection fee, you (not we) are responsible for refunding that fee.
3. Fees Due COPsync. By signing this Service Agreement ("SA") you are agreeing to subscribe to the Service. We may issue invoices for amounts due upon the execution of this SA. The annual maintenance and warrant custodian fees are to be paid at the beginning of each service year, unless otherwise provided in this SA. The import fee covers the initial setup to enable your warrants to be loaded into our databases and made available to participating officers and includes the interface between us and your court vendor if the vendor interfaces to our application programming interface (API). We reserve the right to propose an additional charge if your court vendor is unable to interface using our API. We also charge a warrant clearing transaction fee of \$10 per warrant cleared. The fee will be automatically added to the warrant amount and collected from the violator where permitted by applicable law. The transaction fee will be billed to you monthly. Invoices are due within 30 days of invoice date. Checks are payable to: COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802108, Dallas, TX 75380-2108.
4. Term. This SA shall be for the Term stated on the face of this SA. The initial period of this SA begins on the 60th day following the date of this SA or, if earlier, on the date the installation and training are completed and/or the Services is initiated and made available to you. This SA may not be cancelled or terminated before the expiration of the Term except as provided in the attached Terms & Conditions or as permitted by applicable law.
5. Installation; Training. We shall provide, directly or through designated third-party service providers, installation and training in respect of the Service. You agree to execute our acceptance forms upon completion of installation and training, as applicable.
6. Taxes. Upon presentation of invoices by us, you agree 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 our net income).
7. Number of Users. The warrant custodian fee covers an unlimited number of users at a single physical location.
8. Sales and Use Tax. The products and services provided under this SA are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.

COPsync, Inc

Signature: Alyssa Kirk  
Title: FOR THE CFO

Print Name: Alyssa Kirk  
Date: September 28, 2015

Subscriber\*

Signature: Robert Newsom  
Title: County Judge

Print Name: Robert Newsom  
Date: 9-28-15

Email address to which to send invoice: \_\_\_\_\_

\*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 use its computer software ("Software") and its WARRANTsync™ warrant clearing service ("Service"), as described in the Service Agreement to which these Terms and Conditions are attached, to you ("Subscriber" or "you") and your authorized users.

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. **Law Enforcement Use Only.** You may use the Service and the Software solely for your own benefit in your court operations. The Service and the Software may be accessed only by law enforcement officers, judges, administrators and authorized support staff, and for law enforcement purposes and administration of justice purposes only. 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; (5) use the Service or Software to develop your own law enforcement or court product or service (either electronic, print, or a combination, now existing or developed in the future).

Additionally, you may not (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 U.S. 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 the COPsync information sharing and data interoperability 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 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.

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 computers or 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.



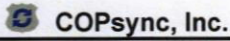
VOL  
026

PAGE  
221

Attachment B  
WARRANTsync Service Agreement  
Ver. 7-9-12

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.





**Estimate**

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

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

**CUSTOMER:**

Agency: Hopkins County Fire Department  
Address: 1286 Texas St.  
Sulphur Springs, TX 75482  
Contact: Lt. Tanner Crump  
Phone: (903) 438-4054  
Email: tcrump@hopkinscountytx.org

**SHIP EQUIPMENT TO:**

Name:  
Attention:  
Address:

**SEND INVOICE TO:**

Name:  
Attention:  
Address:

Quote #: N/A  
Issue Date: 9/10/2015  
Valid Thru: N/A

Sales Rep: Cyndi McCrory / Alyssa Kirk

Sales Tax: Exempt

**RESELLER:**

Phone:

Final:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<b>---COPSYNC SOFTWARE AND SUPPORT---</b>		
4	100-023 COPsyncResponder - FIRE [12 mo @ \$65.00]	\$ 780.00	\$ 3,120.00
	<b>---COPSYNC OTHER---</b>		
1	Additional COPsync costs for the following:	\$ 600.00	\$ 600.00
4	100-702 COPsyncResponder Software installation and configuration per Vehicle Minimum of 3 vehicles, Pricing include T&E	Incl.	
4	100-702 COPsyncResponder Software installation and configuration Grant	Incl.	
1	100-730 COPsyncResponder Instructor Led Training (2 hour class) 2 classes max per day, 12 students max per class (Pricing includes T&E)	Incl.	
Note:	This is an estimate only. Actual charges may vary. Contact your COPsync account executive for a formal quote.		
<b>SPECIAL TERMS</b>		COPSYNC	\$ 3,720.00
		<b>GRAND TOTAL</b>	<b>\$ 3,720.00</b>
<b>***DO NOT PAY, THIS IS NOT AN INVOICE***</b>			

Classify: Estimate / Budget  
Workbook: Hopkins County Fire Department\_Responder\_Estimate\_Budget\_2015 09 10.xls  
Use File Name: Hopkins County Fire Department\_0000\_Estimate\_Budget\_2015 09 10  
Generated: 09/10/2015 at 13:42  
Tool Version: Ver. 2015 08 08



1. **INVOICING AND 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 unless otherwise provided in the invoice. By signing below Customer is agreeing to subscribe to the COPsync 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. **Make all checks payable to: COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802108, 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. **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.
5. **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.
6. **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.
7. **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.
8. **NUMBER OF USERS.** COPsync agrees to provide the total number of user licenses for the COPsync 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, COPsync agrees to provide a maximum of five (5) user licenses for the COPsync Network Service at no charge to Customer for administrators and support staff.

COPsync, Inc  
 Signature: Alyssa Kirk Print Name: Alyssa Kirk  
 Title: FOO THE CFO Date: September 28, 2015

Subscriber\*  
 Signature: Robert Newson Print Name: Robert Newson  
 Title: County Judge Date: 9-28-15

Email address to which to send invoice: \_\_\_\_\_

\*The person signing represents they are an authorized signatory.