SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

This is an Agreement for the license of computer program software between SW Data Solutions, LLC d/b/a Southwest Data Solutions, referred to in this Agreement as "Licensor," and Montague County Tax Office, referred to in this Agreement as "Licensee." Licensor is Texas Limited Liability Company located at 217 S Rogers Street, Waxahachie, Texas. Licensee is a political subdivision of the State of Texas located at County Court House, Montague, Texas. Licensor and Licensee are collectively referred to in this Agreement as the "Parties."

RECITAL

In consideration of the mutual promises made in this Agreement, Licensor and Licensee agree that the terms and conditions set forth as follows will apply to the license of the computer program software and professional services described in the Agreement.

ARTICLE 1

LICENSE GRANT

**Grant of License**

1.01. Licensor grants and Licensee accepts a nontransferable license to use the Software as defined herein for the collection of property taxes pursuant to the provisions of the Texas Property Tax Code. Programs involved in license are not to be modified or converted to a different language or configuration by anyone other than Licensor. The Software described in Paragraph 1.02 is subject to the conditions for the period specified in this Agreement.

**Subject Matter Software**

1.02. The term "Software" as used in this Agreement consists of the following:

(a) A single computer program designated as Gemini Collections. The program is:

(i) Electronically transferred between the Licensor's computer system and the Licensee's main computer server.

(ii) Designed to collect taxes on property (Real, Personal and Commercial), in accordance with Licensor's specifications for the program and the Texas Property Tax Code.

(iii) In Microsoft VB.Net object code language only.

(b) All subsequent improvements or modifications to either the computer program or the related printed documentation made by either Licensor or Licensee.

ARTICLE 2

LIMITATIONS ON USE

**General Use of Software**

2.01. Licensee agrees to use the software solely for its exclusive benefit or specific purposes, e.g., for Licensee's own and internal purposes in the collection of property taxes pursuant to the provisions of the Texas Property Tax Code.

**Restriction to Designated Hardware**

2.02. (a) The Software may be used only on the Designated Hardware currently located in the Licensee's office at County Court House, Montague, Texas. Designated Hardware may be moved to another location with specific permission of Licensor, should Licensee's place of business change during the term of this agreement.

(b) Licensee may temporarily install and use the Software on hardware other than that described in this Paragraph 2.02 if that hardware meets or exceeds the specifications for the Designated Hardware in the event of catastrophe enabling the Licensee to recover from disaster and to include such temporary operation in Licensee's Disaster Plan. Licensee shall not install or use the computer program portion of the Software on such replacement hardware without the prior written consent of Licensor. Licensor shall not unreasonably withhold this consent if the proposed replacement hardware meets or exceeds the specifications for the Designated Hardware.

(c) Licensee agrees that it shall obtain a license from Licensor for the permanent installation and use of the Software on any computers other than the Designated Hardware prior to any such installation or use. Licensor agrees that it shall not unreasonably refuse to grant such a license and there shall be no fee for the granting of such license.

**Copies**

2.03. (a) Except as provided in this Paragraph 2.03, Licensee shall not copy any portion of the Software. Licensee may make one "backup copy" of the Software for archival purposes Licensee shall provide Licensor a written description of the procedures under which it makes backup copies, including any that may involve backup of the Software, and Licensor shall promptly approve or disapprove those procedures. Licensor's approval shall not be unreasonably withheld.

(b) Licensee shall keep the Software at County Court House, Montague, Texas or such other place to which the Designated Hardware may subsequently be moved. One "backup copy" of the Software may be stored in a safe deposit box or other secured storage facility located at the bank depository of the Licensee in Montague County, Texas.

(c) Licensee shall reproduce and include Licensor's applicable copyright notice, patent notice, trademark, or service mark on any copies of the Software, including any modifications, adaptations, or conversions. Furthermore, each copy shall state that it is the property of Licensor in the following language:

> "This copy of Gemini Collections is the property of SW Data Solutions LLC, DBA Southwest Data Solutions, and is protected under the copyright, trade secret, and proprietary laws of the United States and, when applicable, the state of Texas."

**Licensee's User Responsibilities**

2.04. Licensee shall be exclusively responsible for the supervision, management, and control of its use of the Software, including, but not limited to:

(a) Assuring proper configuration of the Designated Hardware, related equipment, and devices; and compatibility with the Software.

(b) Establishing adequate operating methods.

(c) Implementing procedures sufficient to satisfy its obligations for security under this Agreement, including appropriate control of its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Software.

**License Term**

2.05. The license granted in this Agreement shall remain in force in perpetuity until terminated by Licensee.

ARTICLE 3

PROPERTY RIGHTS

**Title to Software**

3.01. Title to the Software is reserved for Licensor. Licensee acknowledges and agrees that Licensor is and shall remain the owner of the Software and shall be the owner of all copies of the Software made by Licensee.

**Confidentiality of Software**

3.02. Licensee acknowledges that the Software is confidential in nature and constitutes a trade secret belonging to Licensor. Licensee agrees to hold Software in confidence for Licensor and not to sell, rent, license, distribute, transfer, or disclose the Software or its contents, including methods or ideas used in the Software, to anyone except to employees of Licensee when disclosure to employees is necessary to use the license granted in this Agreement. Licensee shall instruct all employees to whom any such disclosure is made that the disclosure is confidential and that the employee must keep the Software confidential by using the same care and discretion that they use with other data designated by Licensee as confidential. The confidentiality requirements of this Paragraph 3.02 shall be in effect both during the term of this Agreement and after it is terminated.

**Security**

3.03. Licensee agrees to keep the Software in a secure place, under access and use. Licensee agrees to at least implement the security precautions that it normally uses to protect its own confidential materials and trade secrets.

**Disclosure as Breach**

3.04. Licensee agrees that any disclosure of the Software to a third party constitutes a material breach of this Agreement and shall terminate the license granted by this Agreement.

3.05. Licensee agrees not to remove, mutilate, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential legends placed on or within the Software.

ARTICLE 4

NA

ARTICLE 5

INSTALLATION AND SERVICE

**Delivery of Software**

5.01. Licensee has software installed at the Montague County Tax Office.

**Installation Services**

5.02. None.

**Data Conversion**

5.03. None.

**Testing**

5.04. None.

**Acceptance**

5.05. The Software shall be deemed to have been accepted by Licensee thirty days after completion of the Testing prescribed by Paragraph 5.04 of this Agreement. At any time prior to the acceptance date, the Licensee, at its sole discretion, may deem the Software to be unacceptable. If the Software is deemed unacceptable by the Licensee, the Licensee shall return the Software to Licensor. If the Software is deemed unacceptable, the Licensee will not be liable for the payment of any amounts under Section 4.01, Section 5.03 or Section 5.07 of this Agreement.

**Training**

5.06. None.

**Software Maintenance**

5.07. During the term of this Agreement, the Licensor shall maintain the Software. The Licensor shall maintain the Software in good working order and make all necessary adjustments and repairs to the Software. Licensor agrees to make all modifications to the Software necessary to comply with and implement the provisions of the Texas Property Tax Code, as amended, or the reporting requirements of any agency of the State of Texas, by the effective date of amendments to the Texas Property Tax Code or any date imposed upon Licensee by any agency of the State of Texas. The term of this Software Maintenance Agreement shall begin upon acceptance of the Software by the Licensee as provided by Section 5.05 of this Agreement for a period of 3 years. The monthly Software Maintenance fee during the initial year of 2026 will be $1132.89 per month beginning October 1, 2026. The Software Maintenance fee for subsequent years may not increase by more than five percent per annum which shall be paid in equal monthly installments.

ARTICLE 6

WARRANTY PROVISIONS

**Warranty of Title**

6.01. Licensor warrants that it has good title to the Software and the right to license its use to Licensee free of any proprietary rights, liens, or encumbrances of any other party.

**Warranty of Title Remedies**

6.02. (a) Licensee shall notify Licensor of the assertion of any claim that the Software or Licensee's use of the Software under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of any other party, and shall cooperate with Licensor in the investigation and resolution of any such claim. Licensor shall defend Licensee against any such claims. Licensor shall indemnify and hold Licensee harmless from any liability for damage, costs, or other loss incurred by Licensee in connection with any such claim.

(b) If the Software becomes, or is likely to become, the subject of a claim of infringement of a copyright or patent, Licensor may procure for Licensee the right to continue using the Software, may replace or modify the Software to render it non-infringing, or may require that Licensee discontinue its use.
(c) Licensor shall have no liability for any claim of copyright or patent infringement based on the use of an original version of the Software if infringement would have been avoided by the use of an updated version made available to Licensee.

(d) Licensor shall not indemnify Licensee against any claim or liability based on Licensee's modification or conversion of the Software and/or the subsequent use of that modification or conversion or use of the Software in combination with programs or data not supplied by Licensor if infringement would have been avoided by not using or combining the Software with other programs or data.

**Warranty of Conformity to Specifications**

6.03. Licensor warrants that the Software shall substantially conform to Licensor's published functional specifications when installed on the designated hardware of the Licensee. ANY MODIFICATION OF THE SOFTWARE BY ANY PERSONS OTHER THAN LICENSOR SHALL VOID THIS WARRANTY.

**Remedy for Nonconforming Software**

6.04. During a period of 90 days after acceptance of the Software by Licensee, Licensor shall at its own expense provide programming services to correct Software defects, errors, or malfunctions that cause the Software to fail to operate in substantial conformance to Licensor's published functional specifications. The Licensor shall perform such services only in the event Licensee has notified Licensor of any such failure to perform. However, LICENSOR DOES NOT GUARANTEE SERVICE RESULTS OR REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED. LICENSEE AGREES THAT LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR THE DEFECTS DESCRIBED IN THIS PARAGRAPH 6.04 SHALL BE LIMITED TO THE CORRECTIVE ACTION DESCRIBED IN THIS PARAGRAPH.

**Warranty Disclaimer**

6.05. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Remedies**

6.06. LICENSEE AGREES THAT ITS EXCLUSIVE REMEDIES AND LICENSOR'S ENTIRE LIABILITY WITH RESPECT TO THE SOFTWARE IS AS SET FORTH IN THIS AGREEMENT. LICENSEE FURTHER AGREES THAT LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ITS USE OR INABILITY TO USE THE SOFTWARE OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

ARTICLE 7

TERMINATION

**Cause for Termination**

7.01. The license granted in this Agreement shall be terminated automatically and without further notice upon the occurrence of any of the following events:

(a) Expiration of the term specified in Paragraph 2.05 or of any optional renewal term in the absence of a subsequent renewal in accordance with the terms of this Agreement.

(b) Disclosure by Licensee of the Software to a third party, whether directly or indirectly and whether inadvertently or purposefully.

(c) Refusal by Licensee to pay any periodic maintenance fee or any increase in maintenance fee provided for in this Agreement.

(d) Commission by Licensee of an event of default as defined in Paragraph 7.02.

**Events of Default**

7.02. Licensee commits an event of default, and this Agreement and the license granted under this Agreement shall terminate, if any of the following occur:

(a) Licensee attempts to use, copy, license, or convey the Software in any manner contrary to the terms of this Agreement or in derogation of Licensor's proprietary rights in the Software.

(b) Licensee fails or neglects to perform or observe any of its existing or future obligations under this Agreement, including, without limitation, the timely payment of any sums due Licensor within 15 days of the due date.

(c) Licensee makes an assignment of Licensee's business for the benefit of creditors.

(d) A petition in bankruptcy is filed by or against Licensee.

(e) A receiver, trustee in bankruptcy, or similar officer is appointed to take control of all or part of Licensee's property.

(f) Licensee is adjudicated a bankrupt.

**Effect of Termination**

7.03. Licensee agrees that immediately on termination under Paragraph 7.01, it shall immediately return all copies of the Software to Licensor or destroy all copies of the Software, certify to Licensee that it has retained no copies of the Software, and acknowledge that it may no longer use the Software. Licensee further agrees that in the event of termination through its default, all fees or charges due for the remaining term of this Agreement shall immediately become due and payable. Upon termination of the license, Licensor's obligations under this Agreement shall cease.

ARTICLE 8

GENERAL PROVISIONS

**Assignment**

8.01. Licensee shall not assign or transfer its rights under this Agreement, including the license granted in this Agreement, or the Software obtained pursuant to this Agreement or assign this Agreement or rights under the Agreement without the prior written consent of Licensor. Any attempt to make such an assignment without Licensor's consent shall be void. Licensor shall not assign or transfer its duties or obligations under this Agreement to any party without the written consent of the Licensee.

**Governing Law**

8.02. The Parties acknowledge that this Agreement has been made in Texas and agree that it shall be construed pursuant to the laws of the State of Texas. The appropriate state or federal courts located in Montague County, Texas shall have exclusive jurisdiction over all matters arising under this Agreement and will be the proper forums in which to adjudicate such matters.

**Integration**

8.03. The Parties acknowledge and agree that this Agreement is the complete and exclusive statement of the mutual understanding of the Parties and that it supersedes and cancels all previous written and oral agreements and communications relating to the license that is the subject matter of this Agreement.

**Notices**

8.04. Wherever any notice, demand, or other communication is required or permitted under this Agreement, the notice, demand, or other communication shall be in writing. Any notice or document required or permitted to be delivered, whether actually received or not, shall be deemed given when (i) personally delivered, (ii) deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth below, or at such other addresses as they have specified by written notice delivered in accordance with this paragraph, or (iii) transmitted by facsimile to the telephone number shown on the signature page of this Agreement, and such transmission is confirmed as received by facsimile equipment. Either party hereto may change its address or facsimile number for notice by giving the other party ten (10) days' advance written notice of such change.

(a) When intended for Licensee, to SW Data Solutions, LLC, 217 S Rogers Street, Waxahachie, Texas, 75165 or

(b) When intended for Licensor, to Montague County Tax Office, 200 W. Houston St., 1st Floor Room 108, Montague, Texas 75670.

**Attorney's Fees**

8.05. If any legal proceeding is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

**Severability**

8.06. If any part of this Agreement is declared to be invalid by any court of competent jurisdiction, that part of the Agreement shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect.

**Nonwaiver**

8.07. The Parties agree that a waiver of a breach or default under this Agreement shall not constitute a waiver of any subsequent breach or default. The Parties also agree that no failure to exercise or delay in exercising any right under this Agreement on the part of either party shall operate as a waiver of the right.

**Amendments**

8.08. This Agreement may be amended only by a written agreement executed by persons authorized to execute agreements on behalf of the Parties.

**Funding Out Clause**

8.09 Not withstanding any provisions contained herein to the contrary, the obligation of the Licensee to make the payments to the Licensor as provided for in this Agreement are expressly made subject to the adoption of an annual budget as required Section 6.06 of the Texas Property Tax Code which provides adequate funding for such payments. If adequate funding for such payments is not provided for in the annual budget of the Licensee, this Agreement shall terminate and the Software shall be returned to the Licensor without further obligation for any payments to the Licensor.

Executed at Montague, Texas on _____
LICENSOR

SW DATA SOLUTIONS, LLC

By _____
Southwest Data Solutions
Scott Whitehead, President/CEO

LICENSEE
Montague County Tax Office

By _____
Tax Office, Kathy Phillips, Tax A/C