
WILLIAMSON COUNTY PLATFORM ACTIVATION AGREEMENT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PLATFORM ACTIVATION AGREEMENT (hereinafter “Agreement”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Guardian Alliance Technologies, Inc.** (“Guardian”), located at 11 S. San Joaquin St., Suite 804, Stockton, CA 95202, both of which are referred to herein as the parties. The County agrees to engage Guardian as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Definitions:

- A. “**Account Administrator**” means an individual responsible for authorizing and managing all activity occurring under the County’s Account.
- B. “**Authorized Use**” means an individual registered and identified by the Account Administrator by name who is authorized to use the Services on behalf of the County.
- C. “**Terms of Service**” means, collectively, the Guardian Terms of Service and Guardian Privacy Policy. The Terms of Services may be updated from time to time at the discretion of Guardian and/or any Integrated Service providers as defined in the Guardian Terms of Service, respect.
- D. “**Social Media Screening**” means the collection of publicly available online Applicant information. For the purposes of this Agreement, Social Media Screening is referred to as an “integrated Service.”
- E. “**OnDemand Services**” means services available through the Platform which are available for a fee.

II.

FCRA Compliance: County hereby acknowledges that County is solely responsible for its compliance with the Fair Credit Reporting Act (“FCRA”) and any other state and/or local consumer reporting laws in connection with its use of the Social Media Screening Service, if applicable.

III.

Scope of Services:

- A. **Activation:** By entering into this Agreement, County hereby requests that Guardian establish and activate a County Account on the Guardian Platform for use by County and its Authorized Users.
- B. **Features and Fees:** Use of the Triage Center, including access to the NAIC is available for use by County at no charge and County is under no obligation to use the OnDemand features listed below. Notwithstanding the foregoing, upon entering into this Agreement, Guardian shall make the Investigation Center and Social Media Screening Feature available for County's use on an OnDemand basis subject to the Fees set forth below. If County wishes to order Credit Reports from within their Guardian Account, a separate Credit Report Feature Activation Agreement is required.
 - a. Investigation Center - \$50 per applicant assigned to an investigator.
 - b. Social Media Screening - \$40 per report.
 - c. Credit Reports - \$12 per report.
- C. **Payment Terms:** County will be invoiced at the end of each calendar month for all use of the fee-based features that occurs during the calendar month. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- D. **Failure to Pay/Customer:** Guardian reserves the right to deactivate County's access to the Platform if any payment is not received within 60 days of the invoice date.
- E. **Additional Authorized Users:** The Account Administrator shall have the authority and ability, through their User Account, to establish as many User Accounts for other individuals in their organization who are Authorized to use the Services on County's behalf. Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.
- F. **Security:** Each of the Parties agree to maintain a security program consistent with federal and state laws, regulations, and standards, including the CJIS Security Policy, as well as any other applicable policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- G. **Terms of Service:** By accessing and using the Service, County agrees to be bound by the Guardian Terms of Service, so long as the terms are consistent and do not conflict with this Agreement.
- H. **Right to Audit:** Guardian agrees that the County or its duly authorized representatives shall,

until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Guardian which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Guardian agrees that the County shall have access during normal working hours to all necessary Guardian facilities, if needed, and shall be provided adequate and appropriate workspace, if needed, in order to conduct audits in compliance with the provisions of this section. The County shall give Guardian reasonable advance notice of intended audits.

IV.

Whitelist: County hereby agrees to whitelist all domains as may be indicated by Guardian at any time during the Term of this Agreement, including but not limited to:

- (a) Guardian.network
- (b) www.guardianlliancetek.com
- (c) www.guardianlliancetechnologies.com

(Note: Content filtering systems in use by County, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Services. These issues are completely resolved by "whitelisting" all Guardian domains.)

V.

Intellectual Property Infringement: Guardian shall indemnify, defend or, at its option, settle any third-party claim, suit or proceeding against County to the extent based on a claim that the services (excluding any third-party software) infringes any united states patent, copyright, trademark or trade secret and Guardian shall pay any final judgment entered against County in any claim, suit or proceeding or agreed to in settlement. County will notify Guardian in writing of the claim, suit or proceeding and give all information and assistance reasonably requested by Guardian or its designee. If use of the services is enjoined, Guardian may, at its option, do one or more of the following: (i) procure for County the right to use the services, (ii) replace the services with other suitable services or products, or (iii) refund the unearned prepaid portion of the fees paid by County for the services or the affected part thereof (if any). Guardian will have no liability under this section to the extent a claim or suit is based upon (a) use of the Guardian Platform in combination with software not provided by Guardian if infringement would have been avoided in the absence of the combination, (b) modifications to the Guardian Platform not made by Guardian, if infringement would have been avoided by the absence of the modifications, or (c) use of any version other than a current release of the services, if infringement would have been avoided by use of a current release. This section states Guardian's entire liability and customer's sole and exclusive remedy for intellectual property infringement or misappropriation claims.

VI.

Counterparts: This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

VII.

Amendment: The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in **full** force.

VIII.

Marketing: Guardian may use County's name as part of a general list of Customers and may refer to County as a user of the Services in its general advertising and marketing materials.

IX.

Required County Agreement Terms:

- A. **Effective Date and Term:** This Agreement shall effective as of the date of the last party's execution below (the "Effective Date") and shall continue for three (3) years, unless terminated earlier pursuant to this Agreement.
- B. **Not-to-Exceed Amount:** Guardian will be compensated in accordance with Section III. C ("Payment Terms"). The estimated cost per year is One Thousand Five Hundred Dollars (\$1,500.00). The not-to-exceed amount under this Agreement shall be Four Thousand Five Hundred Dollars (\$4,500.00), unless amended by the County.
- C. **Venue and Applicable Law:** Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
- D. **Termination:** This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.
- E. **No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Guardian for any reason are hereby deleted.
- F. **No Assignment:** Guardian may not assign this Agreement.
- G. **Confidentiality:** Guardian expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.
- H. **Public Information:** Guardian understands that County will comply with the Texas Public

information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

- I. **Foreign Terrorist Organizations:** Guardian represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

GUARDIAN ALLIANCE TECHNOLOGIES, INC:



Authorized Signature

Adam Anthony, COO
Printed Name

Date: September 12, 2023