

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 10/2/2025

Meeting Date: 10/27/2025

Submitted By: Kathy Blackwell

Department: Treasurer

Signature of Elected Official/Department Head:

Kathy M. Blackwell

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>


**Description:**

Consideration to approve the iCloud Authority Contract for processing prenotes in NetSuite and give the County Judge authorization to sign.

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(May attach additional sheets if necessary)

**Person to Present:** \_\_\_\_\_

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** \_\_\_\_\_ minutes

**Session Requested:** (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**

County Attorney     IT     Purchasing     Auditor

Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

## **iCloudAuthority Inc. Software License Agreement**

This Software License Agreement (the "Agreement" or "License") made this 3<sup>rd</sup> day of September, 2025, (the "Effective Date") between iCloudAuthority Inc. having its principal place of business at 2528 Nicklaus Court, Burlington, Ontario, L7M 4V1 (the "Licensor"), Johnson County Treasurer's Office with principal place of business at 2 N. Main St. Cleburne, TX 76031 (the "Licensee").

In consideration of the terms and conditions described below and such other consideration as described herein, the receipt and sufficiency of which is hereby acknowledged, the Licensor and Licensee agree as follows:

### **1. Grant of License**

- 1.1 It is hereby agreed that, subject to the terms and conditions of this Agreement, the Licensor grants the Licensee non-transferable, royalty-free and non-exclusive right and license to use the Licensor's software products as described in Schedule A (the "Software"). This license grant includes any upgrades, enhancements and improvements to the Software by the Licensor and delivered to the Licensee pursuant to the terms of this Agreement.
- 1.2 The Licensor shall provide the Software to the Licensee by making it available through the Licensee's NetSuite account.

### **2. Compensation and Payment**

- 2.1 As consideration for the upload, installation and integration of the Software to the Licensee's NetSuite account, the Licensee shall pay to the Licensor the one-time implementation fee as set out in Schedule A, which amount will be due and owing on the Effective Date. The implementation fee includes the implementation of the Software and training in the use of the Software as described in Schedule A, up to the maximum number of hours set forth in Schedule A.
- 2.2 As consideration for the continuing right to access the Software, the Licensee shall pay the licensing fee as set out in Schedule A. The first payment of the licensing fee shall be due and owing on the Effective Date and shall be paid in full in advance for the period of the Initial Term (as defined in Section 5.1 below). The licensing fee payable for each Renewal Term and will be due and owing on the commencement date of the Renewal Term and will be paid in full in advance for such Renewal Term.
- 2.3 If the Licensor elects to receive the Maintenance (as defined in Section 3.3 below), the Licensee shall pay the monthly maintenance fee as set in Schedule A. The maintenance fee will be paid in advance for each 12 month period of the Term and will be due and owing on each anniversary date of the Effective Date. Payment of the maintenance fee for the initial year of the Term is mandatory.
- 2.4 If Licensee requests changes to the Software resulting in additional implementation or training time exceeding the maximum amounts set out in Schedule A, such changes shall be implemented only upon the prior written consent of the Licensor, acting reasonably. Licensor's consent shall be conditional upon a review of costs, milestones, availability of personnel and any other factor which may relate to the changes. If agreed, services encompassing such changes to the Software will only commence upon the execution of an appropriate amending schedule or new schedule outlining the changes to the scope of work, fee structure and other agreed upon terms or conditions.

- 2.5 The Licensor shall be reimbursed by the Licensee for all reasonable expenses incurred by the Licensor and pre-approved by Licensee in writing, including without limitation the implementation of the Software and provision of the training to the Licensee, upon the presentation of sufficient evidence of those expenditures to the Licensee.
- 2.6 All payments shall be made in United States currency, unless otherwise stated. On past due charges and late payments the Licensor may impose a late payment charge equal to the lesser of one percent (1%) per month or the maximum rate permitted by law.
- 2.7 Client shall be responsible for payment of any sales or other taxes imposed or levied in respect of the charges payable to the Licensor under this Agreement. The foregoing notwithstanding, Licensor is solely responsible for all taxes due related to Licensor's employees, property or revenues.

### **3. Scope of License**

- 3.1 This License is limited to the use of the Software for the internal data processing and computing needs of the Licensee and is not for providing services to third parties not covered under the License.
- 3.2 The Licensee may not sub-license, transfer, permit unauthorized use of, or otherwise redistribute the Software to any third party, including without limitation, any subsidiary or affiliate of the Licensee. The License granted here is for those modules included in Schedule A.
- 3.3 During the Term of this Agreement, if Licensee has paid the maintenance fee as set out in Schedule A, Licensee shall be provided with all corrections, bug fixes, enhancements, updates or modifications (other than custom modifications), to the Software that the Licensor makes generally available to its customers, whether made by Licensor, Licensee or any third party (the "Maintenance") all of which shall be incorporated into and used by the Licensee upon the same terms as are set forth herein.
- 3.4 Licensor and Licensee agree that Licensor owns all proprietary rights, including copyright, patent, trademarks, trade secrets, and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor, Licensee or any third party, under or in connection with this Agreement. Licensee does not acquire any rights, express or implied, in the Software, other than those specified in this Agreement.
- 3.5 Licensee acknowledges and agrees that during the Term of this Agreement the Licensor may collect and use non-identifiable, non-financial aggregate technical performance data, including but not limited to technical information about the Licensee's device, system and software, to facilitate the provision of Software updates, debug information, generate error reports and provide other services to Licensee. Licensor will not copy or store any such data except as temporarily necessary to process Licensee payment files as outlined in Schedule A.

### **4. Responsibilities of Licensee**

- 4.1 Licensee shall not reproduce, disassemble, decompile, analyze, alter, modify, or otherwise provide or make available for reproduction, disassembling, alteration or modification the Software or any portion thereof, including without limitation the source code for the Software. Nor shall any copies of the Software be disclosed, leased, licensed, loaned or distributed to any third party without the express written permission of Licensor.

- 4.2 Licensee shall not use the Software in any manner to infringe or violated the rights of any other party.
- 4.3 Licensee shall take all reasonable steps to prevent the unauthorized use of the Software by its employees and agents and shall immediately notify Licensor of any information from any source indicating any such unauthorized use.
- 4.4 Licensee shall be responsible for maintaining the general system environment in which the Software shall operate, including without limitation, maintenance of its NetSuite account. Licensee shall allow the Software to run without interference, and shall not install any software or take any other action which will inhibit the operation of the Software.
- 4.5 Licensee shall provide Licensor with such information, access and co-operation as Licensor may reasonably require in connection with the performance of the Licensor's obligations under this Agreement, including without limitation, access to, and all passwords and pass codes related to, the Licensor's NetSuite account.
- 4.6 Licensee acknowledges that the breach by Licensee of its responsibilities under Section 4.1 through 4.5 hereof shall cause Licensor irreparable harm for which Licensor may have no adequate remedy in damages. Therefore, Licensee acknowledges that Licensor shall be entitled to equitable relief to enjoin any such breach, together with its reasonable legal fees incurred in enforcing its rights hereunder.

## **5. Term of Agreement**

- 5.1 This Agreement will commence on the Effective Date and will expire on the date that is one (1) year from the Effective Date (the "Initial Term"). Thereafter this Agreement will automatically renew for successive one year periods upon the same terms and conditions contained in this Agreement (each one year period a "Renewal Term" and the Initial Term and Renewal Term referred to as the "Term"), unless written notice of termination is provided at least sixty (60) days before the expiry of the Initial Term or Renewal Term, as applicable.
- 5.2 Upon termination of this Agreement in accordance with Section 5.1, the Licensee's rights under this Agreement will terminate and Licensee shall immediately cease all use of the Software and destroy or uninstall all copies, full or partial of the Software.
- 5.3 Licensee shall, upon receiving three (3) days prior written notice, provide Licensor access to Licensee's NetSuite account and such other information systems as Licensor requires, in order for Licensor to verify Licensee's compliance with this Agreement and its termination obligations.
- 5.4 The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to the continuing obligations of the parties, including without limitation Sections 5.3 and 6.3, shall survive the termination of this Agreement.

## **6. Warranty and Limitation of Liability; Confidentiality**

- 6.1 Licensor warrants that the Software (a) shall be fully compatible, (although it may not operate completely error-free) with the NetSuite software system; (b) does not contain a virus or any other similar routines that would adversely affect the operation of the Software; (c) does not contain any trojan horses or other routines that might permit an unauthorized person to gain access to the Licensee's computer hardware or software; and (d) will contain appropriate security and data privacy measures to ensure compliance with Section 6.7 below. In the event of Licensor's breach of the foregoing warranty, upon receipt of notification from Licensee, Licensor shall promptly correct all deficiencies at its own expense.

- 6.2 Licensor warrants that it is the owner of the Software and possesses the right to maintain, sell and distribute Software. Licensor also warrants that the Software, nor any authorized use thereof, as specified in this License, violates, infringes upon or misappropriates any patent or copyright, or the trade secret or other intellectual property of any other person. Licensor shall indemnify and hold harmless Licensee for any and all damages, liabilities, loss, cost, or expense (including legal fees and Licensee's fees to correct any alternation of modification) arising from Licensor's breach of Sections 6.1 and 6.2.
- 6.3 Any alteration or modification of the Software or any portion thereof by the Licensee will result in the termination of all warranties contained in this Agreement.
- 6.4 THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT PERMITTED BY LAW. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL PROGRAM ERRORS OF THE SOFTWARE WILL BE CORRECTED, PROVIDED HOWEVER THAT DURING THE TERM OF THIS AGREEMENT THE LICENSOR WILL USE ITS REASONABLE BEST EFFORTS TO PROVIDE WORK-AROUNDS FOR ERRORS THAT CANNOT BE CORRECTED IN ORDER TO ENSURE THAT THE LICENSEE HAS ACCESS TO ALL FUNCTIONALITIES INTENDED TO BE AVAILABLE TO LICENSEE. LICENSEE ACKNOWLEDGES THAT THE LICENSOR IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION SUBMITTED TO THIRD PARTIES USING ITS SOFTWARE. LICENSEE ACKNOWLEDGES THAT CONDITIONS OF USE OF THE SOFTWARE ARE OUTSIDE THE CONTROL OF LICENSOR AND THAT LICENSOR'S LIABILITY FOR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR A BREACH OF SECTION 6.1 OR 6.2, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, TORT OR NEGLIGENCE), SHALL BE LIMITED TO THE LICENSING FEES ATTRIBUTABLE TO THE PERIOD OF TIME FOR WHICH THE ERROR EXISTED UP TO A MAXIMUM OF THREE MONTHS OF LICENSING FEES.
- 6.5 IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR REVENUES RELATING TO A BREACH OF THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- 6.6 From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). For the avoidance of doubt, all Licensee financial information, transactional information, sales transactions, and client information will remain Confidential Information of Licensee. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made

a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), such provision shall be of no force and effect. Furthermore, it is expressly understood and agreed that Licensee, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information Licensee reasonably believes that Licensor might lawfully seek to claim as confidential, then Licensee will forward the request to Licensor. It shall be the obligation of Licensor to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. Licensee will cooperate with Licensor in making such submission to the Texas Attorney General's Office. **Licensor acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are NOT CONFIDENTIAL.**

- 6.7 During the Term, Licensor shall comply with its respective obligations under applicable data protection and privacy laws, and Licensor shall maintain a security program that is reasonably designed to protect the security of, and prevent unauthorized access to Confidential Information and Licensee data. Such security program shall include implementation of appropriate administrative, technical, and physical safeguards. To the extent applicable, Licensor shall process personal data in accordance with applicable financial laws, rules and regulations.

## 7. General

- 7.1 **Notice:** All notices which are required to be given hereunder shall be in writing and shall be delivered by (i) depositing the notice in registered mail, (ii) confirmed telex or facsimile transmission, (iii) reputable overnight delivery service, or (iv) hand delivery. All notices should be addressed to the address specified in this Agreement or to any other address as the recipient may designate by notice given in accordance with this Agreement. The notice shall have been deemed to have been served (i) if by registered mail, four (3) days after notice's deposit in the mail, (ii) if by facsimile, on the date the notice is delivered, (iii) if by overnight delivery service, on the day of delivery, and (iv) if by hand delivery, on the date of hand delivery.
- 7.2 **Entire Agreement:** The Agreement, the Schedules attached hereto, any other documents agreed, in writing, to be appended to this Agreement by the parties from time to time constitute the entire understanding between the parties relating to the subject matter of the Agreement and supersedes all prior representations, writing, negotiations or understandings, oral or written.
- 7.3 **Modification and Waiver:** Any modification or amendment to this Agreement to be binding must be in writing and signed by duly authorized representative of both parties. Any waiver by one party breach of any term or provision by the other party shall not be construed as a waiver of any other provision of the Agreement nor a waiver of future breaches of the same term or provision.

- 7.4 **Governing Law:** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Texas. This Agreement is not subject to, and shall not be interpreted by, the United Nations Convention on Contracts for the International Sale of Goods. The parties to this Agreement agree to submit to the jurisdiction of the District Courts of Johnson County, Texas or the Federal Courts of the Northern District of Texas, Dallas Division.
- 7.5 **Severability:** In the event that any one or more of the provisions contained in this Agreement should be ruled wholly or partly invalid or unenforceable by a court, arbitration panel, government body or other authority or other body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement that are not ruled to be invalid or unenforceable shall be unaffected, and the provision(s)

held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other body is authorized to read down the provision(s), to the minimum extent necessary, to render them valid and enforceable in conformity with the parties' intent as manifested herein.

- 7.6 Relationship between the Parties: Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.
- 7.7 Assignment: Neither party to this Agreement may assign its rights and obligations hereunder without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, either party may assign this Agreement to a purchaser of all or substantially all of the assets of its business without the prior written consent of the other party.
- 7.8 Headings: The division of this Agreement into Sections and subsections and the insertion of headings are for convenience of reference only and shall not affect its construction or interpretation.
- 7.9 Extended Meanings: In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders. The word "person" includes, subject to the context in which it appears, an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.
- 7.10 Time is of the Essence: For every provision of this Agreement, time is of the essence.
- 7.11 Counterparts. This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Each of the Parties has executed and delivered this Agreement as of the Effective Date.

**iCloudAuthority Inc.**

Per:   
Name: Al Latha  
Title: Director  
Date: 10/02/2025

**Johnson County Texas**

Per:   
Name: Judge Christopher Boedeker  
Title: Johnson County Judge  
Date: 10/27/25

EDC LAW 12451295

**Schedule A**

This Schedule A forms an attachment to the Software License Agreement between Johnson County Treasurer's Office and iCloudAuthority Inc. made this 3<sup>rd</sup> day of September, 2025.

Description	Rate	Qty	Line Total
<b>ePrenote Licensing</b> Prenotes module includes the following: 1. Validate ACH information with your bank. 2. Keep up to date records of Vendors Prenoted	<b>\$299.00</b>	<b>12</b>	<b>\$3,588.00</b>
<b>Functional Consulting</b> Functional Consulting on NetSuite Account	<b>\$1,250.00</b>	<b>1</b>	<b>\$1,250.00</b>
		<b>Subtotal</b>	<b>4,838.00</b>
		<b>Tax</b>	<b>0.00</b>
		<b>Estimate Total (USD)</b>	<b>\$4,838.00</b>