:3 PUBLIC SECTOR

MASTER AGREEMENT

Effective as of: January 1, 2022 .   (the **"Effective Date"**)

By and Between	**And**
i3 Verticals, LLC ("i3")	Brown County, Texas **("Client")**
40 Burton Hills Blvd., Ste. 415	200 s. Broadway
Nashville, TN 37215	Brownwood, TX 76801

Attention:	Dave Graves		Attention:	Paul Lilly	
Telephone No.:	800-465-5127		Telephone No.:	325-643-2828	
E-mail Address:	graves@netdatacorp.net		E-mail Address:	paul.lilly@browncountytx.org	

Client and i3 may each be referred to individually as a "Party" and together as the "Parties."

The purpose of this Master Agreement ("Agreement") is to provide a framework within which i3 and its family of companies may provide software, Software as a Service other service and equipment to Client (each a "Solution"). This Agreement is comprised of this Signature Page, the General Terms and Conditions, the Solution-specific additional terms and conditions in each Annex noted below and the applicable quote or proposal (each an "Ordering Document"), each of which are incorporated by this reference and expressly made a part of the Agreement.

[✔] Net Data Solutions Annex		[✔] GHS Collections Annex
[ ] GFA, Payroll, Payroll Online Annex		[ ] TrueSign Annex
[ ] Clerk Connect Annex		[ ] iLEMS Annex
[ ] AiRedact		[ ] ODR Annex
[ ] uVisionPlus PRO Annex		[ ] InterOP Annex
[ ] Law Enforcement Annex		[ ] Credit/Debit Payment Processing

This Agreement may be executed in any number of counterparts, and each counterpart will be deemed an original for all purposes. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures will be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

The parties have executed this Master Agreement as of the Effective Date.

i3 Vertical:	**Client:**
By: _____	By: _____
(Signature)	*(Signature)*
Name: David B. Graves	Name: Paul D. Lilly
Title: C.E.O.	Title: County Judge
Date: 12/17/2021	Date: 12/23/21

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November 22, 2021   (Exhibit #6)

;3 PUBLIC SECTOR

GENERAL TERMS AND CONDITIONS

1. **SaaS Solution Subscription; Solution Software License.**

   (a) **Software as a Service.** Provided all license fees are paid, i3 will provide Client with subscription, cloud-based access, exercisable through Client and its Users, to the i3 Solution identified in the applicable Annex and Ordering Document, including hosting, maintenance and support thereof. i3 hereby grants to Client and its Users, a non-exclusive, non-transferable, revocable, limited license, without the right of sublicense, to access, use, and display the SaaS Solution. i3 reservesthe right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsiblefor each of its Users' acts and omissions.

   (b) **Solution Software License.** For Clients with software code to the Solution or any part thereof identified in the Ordering Document ("Solution Software") installed on their machines or equipment and provided all license fees are paid, i3 hereby grants a non- exclusive, non-transferable, revocable, limited license, without the right of sublicense, to Client to maintain and useone (1) copy of the Solution Software in no more than the number of single-user computers, workstations, serversor terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software solely for back up or archival purposes and the User Documentation provided with the Solution Software only for Client's authorized use.

   (c) **Scope.** The access, number and types of Users granted to Client hereunder is limited as set forth in the Ordering Document. Client is required to purchase one user access for each server.

   (d) **Add-Ons.** Client may add Users ("Add-Ons") for an additional fee. Such Fees will be calculated based upon the pricing set forth in the applicable Solution Annex and the remainder of months in the Subscription Term beginningon the first day of the calendar month in which such User or Add-On is added.

   (e) **Updates.** i3 may update features or functionality that Client accesses ("Enhancements") provided that such Enhancements will be at no cost to Client and will not materially degrade existing features and functionality. From time-to-time i3 may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Solution Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features, i3 will update Client's account, pricing model, or Solution Software version to facilitate the provision of such New Features.

   (f) **Restrictions on Use.**

   i. Client agrees to use the Solution only for its own internal use and agrees not grant any third party access. Client agrees that only Users will be permitted access to the Solution.

   ii. Client will not edit, alter, abridge or otherwise modify in any manner the content of any Solution, including, without limitation, all copyright and proprietary rights notices. Client may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Solution, modify, translate, adapt, alter, or create derivative works from the Solution, copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Solution, distribute, sublicense, rent, lease, loan, or grant any third party access to or use of, the Solution, attempt to access other areas outside their permitted access to the Solution or its network or platform, or systematically access or extract or "Scrape" information from the Solution (except features designed for exporting data) including by theuse of engine, software, agent, spider, bot or other devise or mechanism. The Solutions are made available for use solely in the United States.

   (g) i3 will be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, plans and specifications provided by Client including without limitation, reports, plans, specifications, data, field notes, test data, calculations, estimates, schedules, spreadsheets, or other documentsfurnished by Client. Client acknowledges that its right to utilize these documents i3 will continue only so long as Client is not in default of the terms and conditions of this Agreement and Client has performed its obligationsunder this Agreement.

2. **Additional Services.**

   (a) **Maintenance and Support.** i3 will perform standard system maintenance for Solutions, including bug fixes and

minor enhancements, and provide support as set forth in the Annex and Ordering Document.

(b) Configuration and Training. i3 will provide configuration and installation services and training to Client as set forth in the Annex and Ordering Document.

(c) Custom Programming: Professional Services. Client may request i3 to perform professional services in the nature of software development, customization, and/or integration services (hereinafter, "Professional Services") not included in Solution and as set forth in the Ordering Document or in a Scope of Work for proposed Professional Services.

(d) Equipment. i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges thati3 may substitute equipment of equivalent or superior functionality and performance if any of the specified equipment in the proposal is unavailable at the time of shipment. All shipping is FOB i3 shipping point.

(e) Credit Card Processing. Client acknowledges that Credit Card Processing Services will be governed by the termsof a separate Merchant Application and Payment Processing Agreement.

(f) Training. Training may consist of both classroom setting at i3 facilities and onsite at Client's facilities. The number of training Hours quoted in an Ordering Document is an estimate. Circumstances which lead to training hours in excess of the estimate include Client interruption, Client personnel not being prepared, or not all Client personnel are available the entire training schedule. Additional hours may be purchased at the time of training at i3's hourly rate. When training is at Client's site, Client will provide a centralized, suitable training area. Written cancellation must be received by i3 within ten (10) business days in advance of scheduled training without incurring a cancellation fee equal to 50% of the training cost for the scheduled time plus all travel expenses incurred.

3. **Fees.** Client will pay i3 the fees as set forth in the Ordering Document. If Client fails to pay the Fees by the due date specified on the invoice, i3 will be entitled to interest from the day on which the Fees are due at the rate of interest on overdue invoices of 1.5%/month.

4. **Term and Termination.** Unless otherwise set forth in an Applicable Annex.

(a) Either party may terminate this Agreement without cause after the Initial Term of the most recent Annex by giving the other party ninety (90) days written notice of its intention to terminate.

(b) Either party may terminate this Agreement based on a material breach of the Agreement however, the breaching party must be notified in writing of the alleged breach and given thirty (30) days to cure the alleged breach.

5. **Security; Client Data; Intellectual Property.**

(a) Security.

i. As a part of each SaaS Solution, i3 will maintain industry standard administrative, physical, and technical safeguards for the security and integrity of any data or information input, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"), which may include maintaining a backup server at a separate location, the use of firewalls. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 willpromptly give notice to Client, unless prohibited by law. Upon such occurrence, i3 will promptly take such steps it reasonably deems appropriate to contain and control unauthorized access and prevent unauthorized access to or misuse of the Client Data, and unless prohibited by law, continue to provide periodic updates relating to the occurrence.

ii. Client acknowledges that Client is exclusively responsible for the supervision, management and control of its use of the Solutions, including but not limited to assuring proper machine configuration and operating methods and procedures, establishing adequate backup procedures, anti-virus protection, administrative, physical and technical safeguards and other procedures necessary for Client's intended use.

iii. Client will acquire, install, operate and maintain at its expense all communications lines, equipment, software, services and related technology necessary to use and maintain the applicable Solution as determined by i3.

iv. Client acknowledges that it has sole control over access to and responsibility for the security and integrity of its network and data including the operating procedures, controls, back-up procedures (either on or off site), anti-virus protection, administrative, physical and technical safeguards and other procedures necessary to protect its network and prevent loss of data.

v. Client will notify i3 promptly if it becomes aware of any breach security of its network or the Solutions, or the disabling, avoidance or circumvention of any access control or security device, process or procedure.

vi. Client will not cause or permit any attempt to breach the security of any the networks, software and systems within Client's network, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates. Client will notify i3 immediately if it becomes aware of (i) any breach of confidentiality or security of and/or the data within its network, or (ii) any attempted breach of the security of any Solution or Solution Software, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 orany of its affiliates.

(b) Client Data

i. Client will have full access to data it submits, uploads, transfers or otherwise maintains via any Solution.

ii. i3 will provide the Solution(s) in accordance with applicable laws and government regulations, including without limitation those related to data privacy and the exportation of technical or personal data. Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Solution. i3 will restrict access, distribution and use of Client Data in accordance with applicable state and federal law. Client acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, anyinformation or content thereof.

iii. Client will not attempt to access other areas outside the applicable Solution, or any part of the network or servers provided to Client by i3.

iv. Client will maintain backup media in a secure location either on site or off site and perform backup proceduresas necessary to prevent loss of data in the event of system malfunction.

(c) Intellectual Property.

i. Client agrees that the Solutions are i3's property and proprietary information. Client agrees that it will not provide or make available to third parties the Solution or any part thereof, including use of Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will takeall steps necessary to protect the confidentiality of Solution and the proprietary rights of i3.

ii. Each Solution, and all i3 deliverables pursuant to this Agreement will be the property of i3 provided, however, that a copy of the final docum1ents will be made available to Client upon request. These documents are not intended, nor represented to be suitable for reuse by Client or any others solely for itsown internal use. Any modification or reuse without specific written verification and adoption by i3 for the specific purposes intended will be at user's sole risk.

6. **Limited Warranty.**

(a) i3 warrants that (a) the Solution will be free from material defects in design and functionality provided such Solution (1) has been properly installed and used, and (2) has not been modified by persons other than i3; (b) it will use commercially reasonable efforts to correct material defects that are reported by Client or its Users and (c) Services will be provided in a timely, professional, and workmanlike manner with a level of care, skill, practice,and judgment consistent with commercially reasonable industry standards and practices for similar services.

(b) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. I3 EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

(c) CLIENT ACKNOWLEDGES THAT A SAAS SOLUTION MAY BE PROVIDED VIA THIRD PARTY CLOUD HOSTING PROVIDER AND AGREES THAT (A) FROM TIME TO TIME, THE SAAS SOLUTION MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING: (1) EQUIPMENT MALFUNCTIONS; (2) PERIODIC MAINTENANCE PROCEDURES; OR (3) CAUSES BEYOND THE CONTROL OF I3 OR WHICH ARE NOT REASONABLY FORESEEABLE BY I3 INCLUDING THE INTERRUPTION OF TRANSMISSION LINKS; AND (B) I3 DOES NOT MANUFACTURE EQUIPMENT, HARDWARE, OR THIRD-PARTY SOFTWARE, MAKES NO WARRANTY AS TO EQUIPMENT, HARDWARE OR THIRD-PARTY SOFTWARE PROVIDED TO THE CLIENT,

ALL OF WHICH IS SOLD OR LICENSED "AS-IS." CLIENT AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE MANUFACTURER(S) OF SUCH EQUIPMENT.

(d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System andthe use of such information. Client agrees that i3 will not be liable for Client-caused data errors.

7. **Indemnity.** i3 will indemnify and hold harmless Client, its officials, directors, employees and designated agents from and against all third-party claims, damages, losses and expenses, including reasonable attorney fees, arising out of the performance of the services described herein, to the extent caused in whole or in part by the negligent acts, errors, or omissions of i3, any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence or willful misconduct of Client or Client's officials, directors, employees and designated agents. The partieswill cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable effortsto mitigate any such claim, liability, or loss. Neither party will have an obligation to indemnify the other party for any losses to the extent they are caused by the actions or failure to act of the indemnified party, including without limitation, the failure to take actions to mitigate such losses.

8. **Insurance.** i3 will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, cyber insurance and other forms of insurance, in each case with insurers with an AM Best rating of A- or better, and will provide a certificate of insurance verifying such insurance upon i3's written request.

9. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, i3 AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT WILL i3'S LIABILITY ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CLIENT UNDER THE APPLICABLE ANNEX GIVING RISE TO THE CLAIM IN THE TWELVE (12)MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

10. **Confidentiality.** Each party acknowledges that it may learn or obtain Confidential Information (as defined below) about the other during the course of this Agreement. Each Party will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event written confidentiality restrictions will be imposed upon the third parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as you uses in maintaining the secrecy of your own Confidential; Information, but in no event less than a reasonable degree of care; and (iii) return all documents, copies, computer memory media, and all other materials containing any portion of the Confidential Information upon its request. "Confidential Information" means (i) all information about the business of the other party or its affiliates, whether or not marked as proprietary, secret or confidential, and (ii) all information or data relating to the party's operations, employees, products, pricing, merchant agreements, services, clients, customers, or potential customers, that is not generally known. Confidential Informationwill not include information that: (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Confidential Informationof the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party that was not bound by a confidentiality obligation to the Disclosing Party; or (iv) is demanded by a lawful order from any court or anybody empowered to issuesuch an order.

11. **Non-Solicitation by Client.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Client will not: (1) provide, directly or indirectly, any information relating to any of i3's customers which are known to Client to be customers of i3 to any person or entity that provides credit card merchant processing or related services; (2) solicit or otherwise encourage any customer of i3, either directly or indirectly, for its own purposes or those of another, without the prior written consent of i3, (3) to use the credit card merchant processing or related services of any person or entity other than i3; or (4) solicit or otherwise encourage anyemployee, agent, vendor or independent contractor of i3 to curtail, suspend or otherwise terminate such person's or entity's business relationship with i3, and will not offer to employ or employ any of i3v employees or any person who was an employee of i3 in the twelve (12) months prior to such offer or hiring by Client.

12. **Audit.** For the purpose of verifying compliance with this Agreement, i3 will have the right, during normal business hours upon reasonable advance notice and without material disruption to Client's business, to audit and inspect the use madeof

the Solution and the manner in which each are accessed by Client. If Client's records pursuant to this Section or otherwise indicate that (i) more Users are accessing the Solution than Client has paid for, or (ii) more Solutions are being accessed by Users than Subscriber has been billed for, Subscriber will pay i3 the shortfall in Fees retrospectively to the date of the applicable increase.

13. Miscellaneous.

(a) **Notice.** All notices to a party hereunder will be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth in the Master Agreement or to a different address which a party may give written notice of pursuant to this Section from time to time. Notice will be deemed delivered and received on the date it is actually received.

(b) **Force Majeure.** Any failure or delay by I3 in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of I3.

(c) **Independent Contractors.** I3 and Company hereby acknowledge and agree that this Agreement does not create and does not intend to create a partnership, association, joint venture, or other legal entity or form an employment relationship.

(d) **Assignment.** This Agreement will be binding upon the successors and assigns of the parties, provided, however, that Client may not assign this agreement to a third party without the prior written consent of i3.

(e) **Survival.** The obligations, agreements and covenants contained in <u>Sections 5, 7, 9, 10 and 11</u> hereof will survive the termination or expiration of this Agreement.

(f) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction. The parties agree that any such unenforceable term, provision or restriction will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

(g) **Governing Law; Waiver of Jury Trial.** Except as set forth in the Ordering Document, this Agreement will be governed by and interpreted, construed and enforced in accordance with the Laws of the State in which Client is located, excluding any conflicts of law, rule or principle that would refer the governance, interpretation, construction or enforcement of this Agreement to the laws of another jurisdiction. <u>**EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY, FROM WHATEVER SOURCE ARISING, IN CONNECTION WITH ANY LITIGATION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**</u>

14. Definitions.

(a) **"Documentation"** means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Solution Software, if any, including any updates thereto provided by i3.

(b) **"Users"** means those individuals that Client provides (or that i3 provides at Client's request) user identifications and passwords to Client's account.

(c) **"Third Party Software"** means software and services authored by a third party.

NET DATA SOLUTIONS ANNEX
(ICON · i-Ticket · GovRec · WebJury · Net Data Online)

This Net Data Solutions Annex supplements the terms of the of the Master Agreement and governs i3's provision of licensing, hosting and support ("HSLA").

1. **i3's Additional Responsibilities.**

   (a) i3 hereby grants subscription, cloud-based access and NET Data private hosting for the NET Data Solutions included in the Ordering Document.

   (b) i3 will provide Client i3's i-Ticket services to electronically file citations, issued in Client's jurisdiction and provided by the Texas Department of Public Safety or Client's Law Enforcement Offices, to Client's Court(s) software system

   (c) i3 will provide Client toll-free telephone support to assist Client's with problem resolution Monday- Friday, 8 a.m. to 5 p.m. CST (excluding Federal holidays and those recognized by the State of Texas).

2. **Client's Additional Responsibilities.**

   (a) Client acknowledges that it has examined the Solution(s) and determined that it is adaptable to Licensee's intended purpose.

   (b) Client is fully and exclusively responsible for the accuracy of information obtained from use the Solution and its use of such information. Client agrees that i3 will not be liable for Client-caused data errors.

   (c) Client will provide i3 with electronic access, including sufficient connectivity capabilities, to the information necessary to allow i3 to upload citations into its justice court(s) software system and perform its obligation hereunder.

   (d) Client acknowledges that the i-Ticket Solution is intended for use in conjunction with an OS/400 IBM operating system. i3 does not warrant the i-Ticket Solution if used in conjunction with any other physical equipment.

   (e) Client acknowledges that its use of any third-party software (such as imaging software) is governed by such third-party's license agreement.

3. **Fees.** Client agrees to pay i3:

   (a) All fees as set forth in the Ordering Document.

   (b) Invoicing shall occur in three (3) separate installments due at the following schedule:

   i. An initial payment of $86,482.50 upon execution of the agreement with payment due by January 31, 2022.

   ii. A second payment in the amount of $182,800 due by October 1, 2022.

   iii. A final payment in the amount of $182,800 due by October 1, 2023.

   iv. Any automatic renewal terms will have payments due by October 1 of that term.

4. **Term and Termination.** This Annex is effective for a period of thirty-three (33) months ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term").

   (a) Either party may terminate this Annex without cause after the Initial Term by giving the other party ninety (90) days written notice of their intention to terminate.

   (b) Either party may terminate this Agreement based on a material breach of the Agreement however, the breaching party must be notified in writing of the alleged breach and given thirty (30) days to cure the alleged breach.

   (c) Upon termination of this Annex, Client agrees to immediately discontinue using the ICON Solution and to return all user manuals and written or electronic data provided by i3. Upon Client's request if made within sixty (60) days of the effective date of termination of this Annex, i3 will take commercially reasonable steps to make available to Client a

copy of all Client's data in electronic format. I3 will provide no more than 2 data extractions at no additional charge to Client. Additional extractions hereunder are to be invoiced to Client at i3's standard hourly billing rate. After sixty (60) days, i3 will have no obligation to maintain or provide data to Client and may remove all Client's data in its possession or control.

5. **Service Availability.**

   (a) i3 will use reasonable best efforts to maintain the following Services availability:

   i. For any consecutive one (1) year period, the Solution used within scope will be fully operational, available, and capable of supporting Client's workload at a 99.5% (24 hours per day, 365 days per year) availability level except for Scheduled Outages as specified.

   ii. "Scheduled Outages" will be performed during the hours of 5 p.m. to 8 a.m. CST as necessary for upgrades, maintenance, or for any other agreed upon purpose.

   iii. The ICON Solution is "available" when the servers are operational and capable of serving Users, independent of any Client's network links outside our control, and will be available from at least 8 a.m. to 5 p.m. Central, Monday-Friday, except for federal and Texas holidays.

   (b) Should this service fail to meet the above listed availability requirements, Client may terminate this Annex.

   (c) i3 is not responsible for any solution or system failures during any period of time in which any of the following "Exclusions" exist.

   i. Client Resource Problems – Problems resulting from Client resources not under i3 management or control.

   ii. Failure of any hardware not under i3's management (customer PC's, portage boxes, etc.).

   iii. Scheduled Maintenance – Scheduled maintenance windows and other agreed-upon periods of time that are necessary for repairs or maintenance.

   iv. Network Changes – Changes made by Client to the networking environment that were not communicated to or approved by i3.

   v. Agreed Temporary Exclusions – Any temporary exclusions requested by i3 and approved by Client to implement changes in the ICON Solution.

   vi. Client Actions – Downtime or Issues resulting from actions or inactions of Client contrary to i3's reasonable recommendations.

   vii. Client Responsibilities – Downtime or issues resulting from any failure by Client to fulfill its responsibilities or obligations.

   viii. Internet Connectivity Loss – Loss of Internet connectivity to Client site for any reason.

   ix. Third-Party Software – Downtime or issues due to malfunctions or errors related to any third-party software in use by the Client.

6. **Annex Governs.** The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will prevail.

This Collection Services Annex supplements the terms of the of the Master Agreement. For purposes of this Annex, i3 is doing business as "Graves Humphries Stahl, Ltd" ("GHS").

1. **i3's Additional Responsibilities.**

   (a) GHS will use its best efforts to provide services to collect delinquent court imposed fines, fees, court costs, restitution, debts, accounts receivable and other amounts ("Fines and Fees"), in accordance with Article 103.0031,Texas Code of Criminal Procedure ("Services").

   (b) GHS will refer all payments for Fines and Fees and correspondence relating thereto directly to the court that assessed or levied the Fines and Fees collected.

   (c) GHS reserves the right to return accounts to Client if (i) GHS is unable to collect the Fines and Fees within one (1) year of Referral by Client or (ii) GHS determines that the offender is the subject of a pending bankruptcy proceeding("Returned Fines and Fees"). Each parties' obligations under this Annex will terminate with respect to Returned Fines and Fees upon return to Client.

2. **Client's Additional Responsibilities.**

   (a) Client will refer Fines and Fees to GHS when such Fines and Fees are "delinquent" as provided for in Article 103.0031, Texas Code of Criminal Procedure.

   (b) Client will provide GHS with GHS' preferred method of electronic access to, including sufficient connectivity capabilities, the information necessary to collect the Fines and Fees.

3. Client agrees to pay GHS, as compensation for the Services under this Annex, as set forth below. All payments for Fines and Fees collected hereunder the property of GHS at the time of payment. Client will remit the Compensation to GHS on a monthly basis by check.

   (a) Twenty percent (20%) of the Fines and Fees imposed on all unadjudicated offenses committed on or before June18, 2003.

   (b) Thirty percent (30%) of the Fines and Fees imposed on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.

   (c) Thirty percent (30%) of the Fines and Fees imposed on all unadjudicated offenses occurring after June 18, 2003, as provided by Article 103.0031, Texas Code of Criminal Procedure.

   (d) In the event Fines and Fees are disposed of through the performance of community service, credit for jail time served, or removed at the court's discretion pursuant to Article 45.0491, Texas Code of Criminal Procedure.

4. **Term and Termination.** This Annex is effective for a period of three (3) years ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term"). Either party may terminate this Annex without cause after the Initial Term by giving the other party ninety (90) days written notice of their intention to terminate. Client agrees that GHS will have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.

5. **Annex Governs.** The terms of the Master Agreement remain in effect. To the extent there is any conflict between thisAnnex and the Master Agreement applicable to the Services provided hereunder, the terms of this Annex will prevail.

Quote

SaaS Option:
This option converts the county's services to our hosted platform. All client data and images are stored at a secure data center facility. All traffic is secured by FIPS 140-2 encrypted private tunnels, so your data is isolated from yournormal internet traffic. We have 99.95% uptime with built in redundancy and business continuity solutions in placeto reduce downtime in the event of catastrophe. Hosting your services eliminates the need for IBM Hardware/Software maintenance and the NET Data hardware maintenance contract as well. NET Data software costs are not included and will remain separate.

NET Data Private Hosting All hardware services in one annual price No IBM software or hardware maintenance or costly serverpurchases No backup tapes to purchase and manage daily No electricity or special cooling environments No unbudgeted hardware upgrade surprises All data stored in high availability locations with redundantserver sites Business continuity measures in place to ensure 99.95% uptime 24x7 managed server with on-site Certified IBM Specialists Better utilization of IT resources and budget *** **Requires high speed and reliable internet** *** *Recommended Internet Speed: 10/10mb or higher and less than 80ms latency*	**Annual Costs Waived** **See Cost Summary**
Migration: Legacy system migration preparation Migration to hosted environment (user configuration, datamigration, etc.)	**Annual Costs Waived** **See Cost Summary**
Portage Network Appliance (as needed): At least 1 portage is required for hosting services to function Locations remote to the core network may need additionalappliances Provides a secure private tunnel to our hosted environment Includes shipping, configuration, and remote installationassistance **Brown County currently has 1 portage under maintenance,this will continue to be used**	**Annual Costs Waived** **See Cost Summary**
Annual Total:	**$0.00**

Cost Summary

LICENSED PRODUCT / SERVICE DESCRIPTION	QTY	PRICE	TOTAL
GHS WebJury Licensing & Installation Upgrade Waived	1	$34,390 ($34,390)	$0
HSLA Migration Waived	1	$2,500 ($2,500)	$0
NETD Online – Clerk CMS e-File Integration – County Waived	1	$2,500 ($2,500)	$0
NETD Online – Clerk CMS e-File Integration – District Waived	1	$2,500 ($2,500)	$0
GovRec Public Portal Upgrade (Upgrade to IRA)	1	$0	$0
Professional Service Hours for LEC Interface (Southern) Waived	500	$125,000 ($125,000)	$0
Professional Service Hours for online training (any product) Waived	120	$9,000 ($9,000)	$0
GHS Collection Fee & Fine Collection Services	1	$0	$0
TOTAL INITIAL COST/SETUP:		$175,890 ($175,890)	**$0**

*Includes(application installation/online training/data conversion/hardware)

Annual Maintenance & Support/Hosting Services:

Services/Benefits to Brown County:

- Annual software maintenance pricing secured for 33 months
- Yearly updates to software
- Phone/Electronic/Online customer support
- Secure storage of data and images
- Nightly data/image backups
- Disaster Recover: data will be securely stored in a redundant offsite facility
- Significant reduction in customer IT support needed
- Increased space with no server on located on site
- Security: data transmission made via VPN

Cost Summary

ANNUAL MAINTENANCE & SUPPORT/HOSTING	PRICE	TOTAL
GHS WebJury	$7,165	$5,460
HSLA Discount	($1,705)	
NET Data Private HSLA Service	$24,500	$0
Waived	($24,500)	
ICON – Case Management with GHS Collection Services	$21,920	$15,940
HSLA Discount	($5,980)	
iTicket	$5,750	$4,000
HSLA Discount	($1,750)	
NETD Online – Financial	$41,895	$31,920
HSLA Discount	($9,975)	
GovRec	$0	$0
NetProtec – Portage Network Appliance	$525	$525

ANNUAL MAINTENANCE & SUPPORT/HOSTING	PRICE	TOTAL
NETD Online – Clerk Case Management – County	$22,575	$17,200
HSLA Discount	($5,375)	
RVI Imaging for Clerk Case Management – County	$28,020	$22,415
HSLA Discount	($5,605)	
NETD Online – Clerk CMS e-File Integration – County	$2,500	$0
HSLA Discount	($2,500)	
NETD Online – Records Indexing	$13,390	$10,200
HSLA Discount	($3,190)	
NETD Online – Clerk Case Management – District	$22,575	$17,200
HSLA Discount	($5,375)	
RVI Imaging for Clerk Case Management – District	$21,720	$17,375
HSLA Discount	($4,345)	
NETD Online – Clerk CMS e-File Integration – District	$2,500	$0
HSLA Discount	($2,500)	
NETD Online – Attorney Case Management – District	$10,220	$7,785
HSLA Discount	($2,435)	
RVI Imaging for Attorney Case Management – District	$1,000	$800
HSLA Discount	($200)	
NETD Online – Child Support	$5,250	$4,000
HSLA Discount	($1,250)	
NETD Online – LEC Suite	$30,950	$23,580
HSLA Discount	($7,370)	
RVI Imaging for LEC Suite – Mugshot	$5,500	$4,400
HSLA Discount	($1,100)	
TOTAL ANNUAL MAINTENANCE & SUPPORT/HOSTING	$238,455 ($55,655)	**$182,800**

*County Attorney included in District Attorney costs   *Billing to begin after successful installation
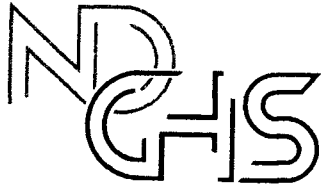
CREDIT MEMO

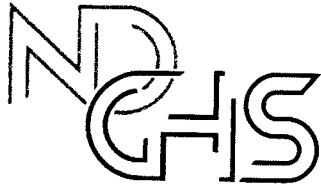**INVOICE #: ND-003453**

BILL TO:

BROWN COUNTY
200 S. BROADWAY
BROWNWOOD, TX 76801

Remit to:
NET Data or GHS, Ltd
1110 Enterprise Drive
Sulphur Springs, Texas 75482
1.800.465.5127
www.netdatacorp.net

CUSTOMER PO	WORK ORDER #	INVOICE DATE	DUE DATE
	CREDITS for October 2021 renewals that were already paid	12/09/2021	12/31/2021

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ND-014	RVI Annual Maintenance-CREDIT - County Clerk credit for 01/01/22 - 09/30/22 (Original invoice ND-003118 - Paid ck#128288)	Each	1	$20,890.80	$20,890.80
ND-014	RVI Annual Maintenance - CREDIT - District Clerk credit for 01/01/22 - 09/30/22 (Original invoice ND-003118 Paid ck#128288)	Each	1	$16,414.20	$16,414.20
ND-010	iTicket - CREDIT credit for 01/01/22 - 09/30/22 (Original invoice ND-003096 Paid ck#128288)	Each	1	$4,312.50	$4,312.50
ND-013	IT Annual Support - CREDIT - credit for 01/01/22 - 09/30/22 (Original invoice ND-003125 Paid ck#128288)	Each	1	$9,000.00	$9,000.00
				SUBTOTAL	$50,617.50
				TOTAL	$50,617.50

INVOICE

INVOICE #: ND-003452

BILL TO:

BROWN COUNTY
200 S. BROADWAY
BROWNWOOD, TX 76801

Remit to:
NET Data or GHS, Ltd
1110 Enterprise Drive
Sulphur Springs, Texas 75482
1.800.465.5127
www.netdatacorp.net

CUSTOMER PO	WORK ORDER #	INVOICE DATE	DUE DATE
	New Agreement - Annual Maintenance & Support/Hosting Pro-Rated to October renewal (01/01/22 - 09/30/22)	12/08/2021	12/31/2021

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ND-008	Annual Hosted Software Service - NETD Online County Clerk Case Mgt ($17,200/12 X 9 = $12,900) (01/01/22 - 09/30/22)	Each	1	$12,900.00	$12,900.00
ND-008	Annual Hosted Software Service - NETD Online District Clerk Case Mgt $17,200/12 X 9 = $12,900) (01/01/22 - 09/30/22)	Each	1	$12,900.00	$12,900.00
ND-008	Annual Hosted Software Service - NETD Online County Attorney Case Mgt (Included w/District Atty costs) (01/01/22 - 09/30/22)	Each	1	$0.00	$0.00
ND-008	Annual Hosted Software Service - NETD Online District Attorney Case Mgt (7,785/12 X 9 = $5,839) (01/01/22 - 09/30/22)	Each	1	$5,839.00	$5,839.00
ND-008	Annual Hosted Software Service - NETD Online Financial (31,920/12 X 9 = $23,940) (01/01/22 - 09/30/22)	Each	1	$23,940.00	$23,940.00
ND-008	Annual Hosted Software Service - iCon Case Mgt w/GHS Collection Svcs ($15,940/12 X 9 = $11,955) (01/01/22 - 09/30/22)	Each	1	$11,955.00	$11,955.00

ND-008	Annual Hosted Software Service - GHS WebJury ($5,460/12 X 9 = $4,095) (01/01/22 - 09/30/22)	Each	1	$4,095.00	$4,095.00
ND-008	Annual Hosted Software Service - NETD Online LEC Suite ($23,580/12 X 9 = $17,685) (01/01/22 - 09/30/22)	Each	1	$17,685.00	$17,685.00
ND-008	Annual Hosted Software Service - NETD Online - Records Indexing ($10,200/12 X 9 = $7650) (01/01/22 - 09/30/22)	Each	1	$7,650.00	$7,650.00
ND-008	Annual Hosted Software Service - NETD Online - Child Support ($4,000/12 X 9 = $3,000) (01/01/22 - 09/30/22)	Each	1	$3,000.00	$3,000.00
ND-008	Annual Hosted Software Service - GovRec (01/01/22 - 09/30/22)	Each	1	$0.00	$0.00
ND-010	iTicket ($4,000/12 X 9 = $3,000) (01/01/22 - 09/30/22)	Each	1	$3,000.00	$3,000.00
ND-008	Annual Hosted Software Service - NETD Online - Clerk CMS e-File Integration - County Clerk (01/01/22 - 09/30/22)	Each	1	$0.00	$0.00
ND-008	Annual Hosted Software Service - NETD Online - Clerk CMS e-File Integration - District Clerk (01/01/22 - 09/30/22)	Each	1	$0.00	$0.00
ND-014	RVI Annual Maintenance - County Clerk Image ($22,415/12 X 9 = $16,811) (01/01/22 - 09/30/22)	Each	1	$16,811.00	$16,811.00
ND-014	RVI Annual Maintenance - District Clerk Image ($17,375/12 X 9 = $13,031) (01/01/22 - 09/30/22)	Each	1	$13,031.00	$13,031.00
ND-014	RVI Annual Maintenance - District Atty Image ($800/12 X 9 = $600) (01/01/22 - 09/30/22)	Each	1	$600.00	$600.00
ND-014	RVI Annual Maintenance - LEC Suite - Mugshot ($4,400/12 X 9 = $3,300) (01/01/22 - 09/30/22)	Each	1	$3,300.00	$3,300.00
ND-012	Cloud/Hosting - NET Data Private HSLA Service (01/01/22 - 09/30/22)	Each	1	$0.00	$0.00
ND-006	Hardware Maintenance - Portage Network Appliance-Encryption ($525/12 X 9 = $394.) (01/01/22 - 09/30/22)	Each	1	$394.00	$394.00
				SUBTOTAL	$137,100.00
				TOTAL	$137,100.00