i3 PUBLIC SECTOR

MASTER AGREEMENT

Effective as of _____ 1-31 _____ ,2023__ (the "**Effective Date**").

By and Between	And
i3 Verticals, LLC ("i3")	Panola County_____ ("Client")
40 Burton Hills Blvd., Ste. 415	110 S. Sycamore, Rm. 216-A _____
Nashville, TN 75482	Carthage, TX 75633 _____

Attention: Dave Graves_____   Attention: Rodger McLane_____

Telephone No.: (800)-465-5127_____   Telephone No.: 903-693-0391_____

E-mail Address: graves@netdatacorp.net   E-mail Address: rodger.mclane@co.panola.tx.us

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 and other services and equipment to Client (each a "Solution"). This Agreement is comprised of this Signature Page, the General Terms and Conditions, any Solution-specific additional terms and conditions in each Annex noted below and the applicable quote or proposal (each an "Ordering Document"), each of which is incorporated by reference and expressly made a part of the Agreement.

_X_ NET Data Applications Annex	_X_ GHS Collections Annex
___ GFA, Payroll, Payroll Online Annex	___ TrueSign Annex
___ Clerk Connect Annex	___ iLEMS Annex
_X_ i-Ticket Annex	___ ODR Annex
___ uVisionPLUS PRO Annex	___ InterOP Annex
___ Law Enforcement Annex	___ EZCourt Pay Payment Platform
___ CJT Case Management Annex	___ Credit/Debit Payment Processing

This Agreement may be executed in counterparts, and each counterpart will be deemed an original. Facsimiles, any documents executed, scanned and transmitted electronically either with or without electronic signatures will be deemed original signatures for purposes of this Agreement.

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

i3:	Client:
By: _[signature]_	By: _[signature]_
Signature	Signature
Name: __David Graves__	Name: __Rodger G. McLane__
Title: __CEO__	Title: __County Judge__
Date: __1/31/2023__	Date: __01-24-2023__

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GENERAL TERMS AND CONDITIONS

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

    (a) Software as a Service. i3 will provide Client with a subscription for 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 to sublicense, to access, use, and display the SaaS Solution. i3 reserves the right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsible for 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, i3 hereby grants a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to maintain and use one (1) copy of the Solution Software in no more than the number of single-user computers, workstations, servers or terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software, and related User Documentation, solely for back up or archival purposes.

    (c) Scope. Permitted access, number and type 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 for the remaining months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is included.

    (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 only use the Solution for its internal business 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. Nor may Client modify, translate, adapt, alter, or create derivative works from the Solution; copy (other than the one permitted 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 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 the use of engine, software, agent, spider, bot or other devise or mechanism. The Solutions are made available for use solely in the United States of America.

iii.   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 documents furnished by Client. Client acknowledges that its right to utilize these documents will continue only so long as Client is not in default of the terms and conditions of this Agreement, including Client's performance obligations.

2. Additional Services.

(a) Maintenance and Support. i3 will perform standard system maintenance for Solutions including bug fixes and minor enhancements and provide any additional support as set forth in the applicable Annex and Ordering Document.

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

(c) Custom Programming: Professional Services. Client may request that i3 perform professional services including software development, customization, and/or integration services (hereinafter, "Professional Services") not included in the Solution that will be further described in the Ordering Document or in a Scope of Work for Professional Services.

(d) Equipment. i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges that i3 may substitute equipment of at least equivalent 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 terms of a separate Merchant Application and Payment Processing Agreement.

(f) Training. Training may consist of both a 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 that may lead to training hours in excess of the estimate include: i) Client interruption, ii) Client personnel not being prepared, or iii) unavailability of Client personnel to attend the entire training schedule. Additional hours may be purchased at the time of training at i3's then current 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 to avoid a cancellation fee equal to 50% of the training cost for the scheduled time plus any travel expenses or cancellation charges 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 of 1.5%/month.

4. **Term and Termination.** Unless the applicable Annex provides otherwise:

    (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 Party alleged to be in material breach must be notified in writing of the alleged material breach and given thirty (30) days to cure the alleged material 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, or other standards. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 will 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, will continue to provide regular updates relating to the occurrence.

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

(iii) Client will acquire, install, operate and maintain, at its expense, all communication 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 of 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, facilitate or permit any attempt to breach the security of any of 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 or any of its affiliates.

(b)   Client Data.

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

(ii) i3 will provide the Solution 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. Client consents to i3's use of all Client Data, and acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content provided to it.

(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 procedures as 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 the Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will take all steps necessary to protect the confidentiality of the 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 documents 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, and are solely intended for Client's 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 EACH SAAS SOLUTION IS 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 OR THIRD PARTY SOFTWARE.

(d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System and the 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 and employees from and against third-party claims and damages, including reasonable attorney fees, arising out of the performance of the services described herein, only to the extent caused the grossly negligent acts or omissions or willful misconduct of i3, except to the extent caused by the negligence or willful misconduct of Client. The parties will 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 efforts to 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.

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 PARTY HAS 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 FOR THE APPLICABLE PRODUCT OR SERVICE 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 its 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 (a) all information about the business of the other Party or its affiliates, whether or not marked as proprietary, secret or confidential, and (b) 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 Information will 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 Information of 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 issue such 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 any employee, 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 i3's 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 and upon reasonable advance notice and without material disruption to Client's business, to audit and inspect the use made of 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 Client has been billed for, Client 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 this Master Agreement. 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 Client 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.

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(e) Survival. The obligations, agreements and covenants contained in Sections 5, 7, 9, 10 and 11 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. This Agreement will be governed by and interpreted, construed and enforced in accordance with the Laws of the State in which the 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.

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.

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NET Data Applications ANNEX

This NET Data Applications Annex supplements the terms of the of the Master Agreement.

1. **i3 Responsibilities.**

   a. i3 hereby grants a limited, subscription, cloud-based access to the NET Data Applications: ICON Justice of the Peace, Real Vision Imaging (RVI), including the i-Ticket citation download ("ICON Solution") and GovRec, as set forth in the Ordering Document and pursuant to the terms of the Master Agreement.

   b. 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 NET Data Applications and determined that they are 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.

3. **Term and Termination.** This Annex is effective for a period of one (1) year ("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 NET Data Applications 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.

4. **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.

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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 NET Data Applications are "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.

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

(b) 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 in writing 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.

5. **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 control.

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i-TICKET ANNEX

This i-Ticket Annex supplements the terms of the Master Agreement.

1. **i3 Responsibilities.** i3 will provide 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 ("i-Ticket Solution").

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

   (a) 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.

   (b) Client acknowledges that it has examined the i-Ticket Solution and determined that it is adaptable to its intended purpose.

   (c) Client will be responsible for the accuracy of information obtained from use i-Ticket and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.

3. **Compensation.** Client agrees to pay i3 a fee of $2 for each case filed as the result of a citation uploaded through the i-Ticket Solution. Client will remit payment to i3 on a monthly basis by check.

4. **Term and Termination.** This term of this agreement will be identical to the term of the NET Data Applications Annex between i3 and Client. If an NET Data Applications Annex is not entered into by i3 and Client, the term will be one (1) year and will renew automatically 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.

   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.

   Upon termination of this Annex, Client agrees to immediately discontinue using the i-Ticket Solution and to return all user manuals and written or electronic data provided by i3.

5. **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 control.

GRAVES HUMPHRIES STAHL, LTD.
COLLECTION SERVICES ANNEX

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 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.**

    c. 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.

    d. 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. **Compensation.** 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 June 18, 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, no compensation shall be paid to GHS.

4. **Term and Termination.** This Annex is effective for a period of one (1) year ("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 this Annex and the Master Agreement applicable to the Services provided hereunder, the terms of this Annex will control.

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Inter-Local Agreement between
Sulphur Springs Police Department, Franklin County Sheriff's Office, and Panola County

(of which all parties are situated in the State of Texas)

for access to a hosted Secure Facility with Information Technology Resources and NET Data or GHS System/s and Government Software

WHEREAS, the **Sulphur Springs Police Department** the primary service agency (hereinafter referred to as "PSA") has a Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, **Franklin County Sheriff's Office** , the backup service agency **(hereinafter referred to as "BSA")** has Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, **Panola County**, the requesting service agency **(hereinafter referred to as "RSA")** wishes to make use of the PSA and BSA Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software to fulfill their purpose and mission; and

WHEREAS, PSA and BSA has an obligation to the Texas Department of Public Safety (DPS) to ensure its facility resources, services and criminal justice information are secured in a manner consistent with FBI Criminal Justice Information Systems (CJIS) policies and procedures; and

WHEREAS, cooperation among adjoining and adjacent cities and counties is not only a proper

exercise of governmental powers and duties under and pursuant to, Texas Government Code Chapter 791.003 (1), 791.003 (3) (n), and 791.011 (c) (2), but will also permit and be conducive to the furnishing of such services in the most cost-effective way possible and,

WHEREAS, all parties wish to enter into this agreement to mutually benefit from certain economies realized through the sharing of secure facility resources and administrative functions associated with the routine operation of government to support public safety.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, the PSA, BSA, and RSA agree as follows:

1. **Term:** This agreement will have a term of (1) year from the date of execution and will automatically renew without further action of any party, unless otherwise terminated as allowed in this

Agreement. This Agreement may be terminated in its entirety by either party by providing a (180) day written notice to the other party.

2. **Fees:** All parties agree the PSA and BSA will neither charge nor owe the RSA any fees for access to secure Information Technology Resources and NET Data Systems and Government Software. Any financial obligations that may occur from any vendor used by the PSA and/or BSA for providing this service/s or by the RSA for obtaining access to this service/s under this Agreement is the sole responsibility of the party by which contracted with the vendor and will be payable from current revenues available to the respective vendor.

3. **Duties and Covenants of the PSA and BSA:** The PSA and BSA agrees to host a Secure Facility with Information Technology Resources and NET Data Systems and Government Software to provide a cost-effective solution for the administrative functions associated with the routine operation of government for the RSA. The hosted Secure Facility will include:

- Key fobbed facility access to NET Data's authorized IT employees for maintenance, operation and management of NET Data's System. NET Data IT employees will not be authorized unless the CJIS Security Addendum Certification, fingerprint and background checks, and CJIS Security Awareness Training requirements have been met as stated in the CJIS Security Policy.
- NET Data System/s and Government Software.
- NET Data's FIPS-142 connection portage device for secure access.
- NET Data's communication service for connectivity to NET Data's FIPS-142 Portage device, System/s, and Government Software.

4. **Duties and Covenants of the RSA:** the RSA agrees:
- To not permit any other person or entity, other than the RSA's authorized employees access to the PSA and/or BSA's secured Facility with Information Technology Resources and NET Data's System's and Government Software.
- To ensure all employees that have access are authorized in accordance to all Federal, State and Local Government laws, rules and regulations.
- To ensure that all authorized employees abide by all present and hereafter enacted Federal, State, and Local Government laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CJI and/or CHRI data.
- To advise authorized employees that any unauthorized retrieval, use or dissemination of confidential information is a violation of state law (Texas Government Code Section 411.085) and can lead to the filing of criminal charges against the authorized employee, in addition to cancellation of access to the stated services in this Agreement provided by the PSA and BSA.
- Upon discovery, notify the PSA, BSA and NET Data of a violation by an employee of the RSA, of any applicable Federal, State and Local Government laws, rules and regulations relating to the collection, storage, retrieval, use, destruction, disclosure and/or dissemination of CJI and/or CHRI data.
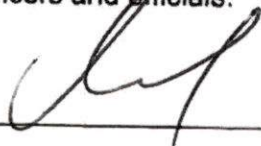
- Though the RSA's data will be physically stored at the PSA and BSA the data belongs to the RSA. The RSA is solely responsible for its accuracy, quality and reporting, including compliance with Federal, State and Local Government laws, rules and regulations.

5. **Severability:** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement will be in full force and effect.

6. **Authorization:** All parties agree that this Agreement must be authorized by the governing body of each party to the Agreement.

THIS AGREEMENT made and entered into this _24th_ day of _May_ , 2023, by and between the BSA, PSA, and the RSA.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

_____
Name, title of signatory authority   (PSA)

City Manager

Date: _05-24-2023_

Attest: _Natalie Darrow_

Scott Lee
Name, title of signatory authority (BSA)

Franklin Co. Judge

Date: _5/22/23_

Attest: _____

Reggie S. McKee, County Judge
Name, title of signatory authority (RSA)

_____

Date: _January 24, 2023_

Attest: _Bonnie Daws_
Panola County Clerk

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COST PROPOSAL

"Ordering Document"

1st YEAR HOSTED ANNUAL MAINTENANCE & SUPPORT	QTY	PRICE	TOTAL
ICON Justices of the Peace, Real Vision Imaging (RVI) i-Ticket $2/per			$29,880

Date Issued: January 4, 2023

Issued To: Panola County

Name: Rodger McLane

County/Office: County Judge

Address: 110 S. Sycamore, Rm. 216 - A, Carthage Texas 75633

Phone: 903-693-0391

Annual Maintenance & Support/Hosting Services:

Services/benefits to County of Panola:

- Yearly software updates
- Phone/Electronic/Online customer support
- Secure storage of data and images
- Nightly Data & Image backups
- Disaster Recovery: Data will be securely stored in a redundant offsite facility
- Significant reduction in customer IT support needed
- Increased space – with no server located on site
- Security: Data transmission made via FIPS 140-2 VPN

1st YEAR HOSTED ANNUAL MAINTENANCE & SUPPORT	PRICE	TOTAL
ICON Justices of the Peace, Real Vision Imaging (RVI)		$29,880
IRA / GovRec (online plea/pay)		$0
i-Ticket		$2 / ticket
	1st YEAR TOTAL ANNUAL MAINTENANCE:	$29,880

CONSIDERATION:

The proposed pricing for the 1st year of the term is listed above. Any pricing for subsequent years will not exceed a 5% increase.

i3:		Client:	
By: _____		By: _____	
Signature		*Signature*	
Name: David Graves		Name: Rodger G. McLane	
Title: CEO		Title: County Judge	
Date: 1/31/2023		Date: January 24, 2023	

All pricing and costs included are valid for 60 days from proposal date unless extended in writing by NET Data.