

HOSTING AND SERVICE LEVEL AGREEMENT

This agreement is between i3 Bearcat, LLC (NET Data Corporation) ("NET Data") and Wise County, Texas ("Client"), dated October 1, 2021.

NET Data agrees to provide Client with access to and use of the NET Data Cloud System Service and any related licensed materials, including but not limited to any manuals, any system documents, and written or verbal instructions provided for use in connection with this service ("Services") under the following service levels and conditions:

1. Hosting Obligations.

NET Data shall provide the following:

- Operate the Services on a server owned or leased and maintained by or on behalf of NET Data;
- Allow access to the Services over a secured connection and provide secure and confidential storage of all information transmitted to and from the Services;
- Maintain a back-up server, at a geographically different site from where the server is located, for data recovery in the event of disaster;
- Review security notifications and alerts relevant to the hosting platform, and apply as appropriate to maintain the highest level of defense customary in the industry for company's dealing with like data;
- NET Data shall provide adequate firewall protection as is customary in the industry for company's dealing with like data in order to secure Client Data and other Confidential Information of Client and users of the Services from unauthorized access by third parties; and
- "Client Data" and "Confidential Information" means all information Client stores on the NET Data Cloud System Service.

Client agrees to the following:

- Use only the following applications and data with these Services:
 - **Property Tax Billing and Collection, Jury Selection, IRA**
- Not copy or otherwise duplicate any portion of the Services;
- Not to assign this agreement without the express, written permission of NET Data; and
- Upon termination of this agreement to stop accessing and/or using the Services and to return all related data or materials provided to it by NET Data.

2. System Availability. NET Data shall use reasonable best efforts to maintain the following Services availability:

- For any consecutive one (1) year period, the Services 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 Service Outages as specified;
- "Scheduled Service Outages" shall be performed during the hours of 5 p.m. to 8 a.m. Central as necessary for upgrades, maintenance, or for any other agreed upon purpose; and
- System 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.
- Should this service fail to meet the above listed availability requirements, CLIENT shall have the option to terminate this agreement.

3. Exclusions. NET Data is not to be held responsible for any Service or system failures during any period of time in which any of the following "Exclusions" exist:

- Client Resource Problems – Problems resulting from Client resources not under NET Data management or control;
- Failure of any hardware not under NET Data's management (customer PC's, portage boxes, etc.);
- Scheduled Maintenance – Scheduled maintenance windows and other agreed-upon periods of time that are necessary for repairs or maintenance;
- Network Changes – Changes made by Client to the networking environment that were not communicated to or approved by NET Data;
- Force Majeure – Problems resulting from a force majeure event;
- Agreed Temporary Exclusions – Any temporary exclusions requested by NET Data and approved by Client to implement changes in applications, environments, conversions or system software;
- Client Actions – Problems resulting from actions or inactions of Client contrary to NET Data's reasonable recommendations;
- Client Responsibilities – Problems resulting from any failure by Client to fulfill its responsibilities or obligations;
- Internet Connectivity Loss – Loss of Internet connectivity to Client site for any reason; or
- Third-Party Software – Any loss of Service or system availability due to malfunctions or errors related to any third-party software in use by the Client.

4. Client Data.

- CLIENT will have full access to their data via the NET Data application software.
- CLIENT shall not attempt to reverse assemble, reverse compile or reverse engineer the Services or any part thereof, or otherwise attempt to discover any Services source code or underlying proprietary information.
- The CLIENT shall not attempt to access other areas outside their NET Data application on NET Data's server.
- NET Data retains all rights to customizations developed by NET Data to the Service.
- Upon request by CLIENT made within 60 days of the effective date of termination of this Agreement, NET Data shall take commercially reasonable steps to make available to CLIENT a copy of all Client Data, in electronic format. NET Data shall provide no more than 2 data extractions at no additional charge to CLIENT.
- Additional extractions hereunder are to be invoiced to CLIENT at the standard hourly billing rate.
- After 60 days, NET Data will have no obligation to maintain or provide any Client Data and shall remove all Client Data in NET Data's possession or control.

5. Payment. Client agrees to pay NET Data on an annual basis (before each yearly use of the Services) the amount of \$ 13,800.

6. Term/Termination. This agreement shall begin upon receipt by NET Data of the annual payment set forth above. The term shall begin once the annual payment described above is paid and shall run for three (3) years, and the term shall renew automatically on an annual basis with the billing and subsequent remittance of an annual renewal fee.

7. Limited Warranty. Net Data warrants that it has the right to market, distribute, support, maintain the Services. 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. NET DATA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CLIENT DISCLAIMS ANY

RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

8. Limitation of Liability.

- a. CLIENT AGREES THAT IN NO EVENT WILL NET DATA BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS PROFITS OR REVENUE OR BUSINESS, EVEN IF NET DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT FURTHER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY IS FOR NET DATA TO CORRECT ANY ERROR, MALFUNCTION OR DEFECT (SIGNIFICANT MATERIAL DEVIATIONS FROM THE OPERATING SPECIFICATION FOR THE SYSTEM AS SET FORTH IN THE APPLICABLE SOFTWARE DOCUMENTATION ISSUED BY NET DATA) IN THE SYSTEM. IF AFTER REASONABLE ATTEMPTS NET DATA IS UNABLE TO CORRECT THE ERROR, MALFUNCTION OR DEFECT, CLIENT SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT.
- b. CLIENT FURTHER AGREES THAT THE MAXIMUM AMOUNT OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR NET DATA ARISING OUT OF THIS AGREEMENT WILL NOT BE GREATER THAN THE AMOUNT PAID TO NET DATA BY CLIENT.
- c. Client shall be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that Net Data will not be liable for Client-caused data errors.

9. Miscellaneous

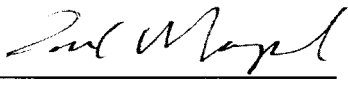
- Client shall be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information
- This agreement is not assignable by the Client without the written permission of Net Data; and
- This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in Hopkins County, Texas.
- This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles and other electronic signatures shall be binding and enforceable.
- Every provision of this Agreement is intended to be severable. If any term or provision is deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, and the contract shall be construed as if the illegal, invalid, void or unenforceable provision(s) had never been a part of this agreement.

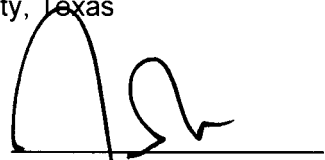
- This agreement supersedes all prior oral and written agreements between the parties and can only be amended if done so in writing and signed by all parties.

AGREED TO:

i3-Bearcat LLC
(NET Data Corporation)

Wise County, Texas

Signature: 

Signature: 

Print Name: Paul Maple

Print Name: JDD Clark

Title: General Counsel & Secretary

Title: County Judge

Date: 6/13/21

Date: 6-28-21

**Inter-Local Agreement between
Sulphur Springs Police Department, Franklin County
Sheriff's Office, and Wise 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, Wise 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 shall have a term of (1) year from the date of execution and shall 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 NETData 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 shall 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 NETData 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.

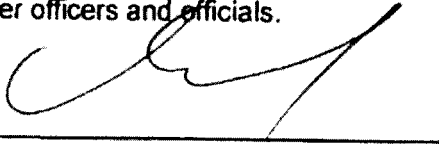
- Upon discovery, notify the PSA, BSA and NET Data of a violation by an employee of the RSA, of any applicable Federal, State and Local Government laws, rules and regulations relating to the collection, storage, retrieval, use, destruction, disclosure and/or dissemination of CJI and/or CHRI data.
- Though 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 shall 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 23rd day of August, 2021, 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.



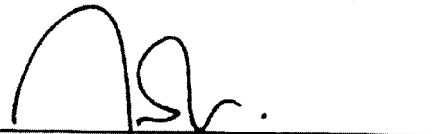
Name, title of signatory authority (PSA)

Marc Maxwell, City Manager, SS, TX



Name, title of signatory authority (BSA)

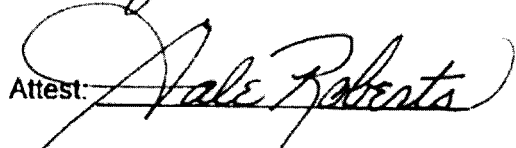
Franklin Co. Judge



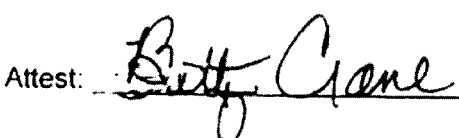
Name, title of signatory authority (RSA)

JD Clark, County Judge

Date: August 26, 2021

Attest: 

Date: 8/23/21

Attest: 

Date: 6-28-21

Attest: 