



QUOTE

Synergistic Software Integrated
Innovative. Targeted. Simplified.

Date: May 3, 2023
Quote #: 1137

To: Wendy Russom
Tyler County Sheriff's Office



Salesperson	Email	Project	Good Thru
Shannon Garza	sgarza@getssi.com	SSI Migration	6/2/23
Qty	Description	Unit Price	Line Total
One-Time Upfront Project Costs			
1	NetData to InterOp Migration - CAD/RMS/JMS	\$ 19,524.00	\$ 19,524.00
4	InterOp CAD License Subscription - No Hardware	INCLUDED IN MIGRATION	\$ -
1	InterOp JMS Site License Subscription	INCLUDED IN MIGRATION	\$ -
1	InterOp RMS Site License Subscription	INCLUDED IN MIGRATION	\$ -
1	Basic Training and Installation Package - includes remote installation and (2) two days of onsite	\$ 2,700.00	\$ 2,700.00
6	Optional - Additional training day at customer premise, must be consecutive to Days performed per Basic Training and Installation	\$ 800.00	\$ 4,800.00
1	Data Migration - Evidence from Southern Software	\$ 3,500.00	\$ 3,500.00
2	Bluetooth Evidence Scanner	\$ 300.00	\$ 600.00
1	Preprinted Barcode Labels	\$ 275.00	\$ 275.00
One-Time costs total, due at contract signing			\$ 31,399.00
Annual Subscription Project Costs			
1	Annual Yearly Subscription -InterOp® PSS (JMS/CAD/RMS . ** See note below regarding billing	\$ 49,999.00	\$ 49,999.00
Annual Subscription to renew at your next NetData renewal date			\$ 49,999.00
** SSI will honor your currently budgeted NetData annual maintenance fee rate, providing renewal occurs before InterOp system live-date. In such event, your annual subscription at the following annual renewal date will be the rate detailed above.			

Terms and Conditions

- 1. This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimate valid until the Good Thru date listed above.**
- 2. Services.** Upon acceptance by you, SSI will perform the printing or other services described in the estimate. Any additional services requested by you and not covered by the estimate will incur additional charges.
- 3. Schedule.** The services will be completed and delivery will be made in accordance with the schedule in the estimate, or as otherwise approved by the parties in writing.
- 4. Changes.** Changes in the specifications, quantities, schedule or other aspects of the services that are requested or approved by you do not become binding upon us unless accepted by SSI in writing. Any such changes may result in additional or increased charges, and you agree to pay such increased charges.
- 5. Payment.** Please DO NOT pay this quote. Once accepted, you will receive an invoice for any hardware and start up costs detailed above. Final payment of any remaining balance, unless otherwise outlined in terms above, shall be due upon installation. Any subscription payments will begin upon installation unless, unless otherwise outlined in terms above.

Quote Accepted

By: _____

Date: _____



MASTER AGREEMENT

Effective as of 8th day of May, 2023 (the "Effective Date").

By and Between

i3 Verticals, LLC ("i3")

40 Burton Hills Blvd., Ste. 415
Nashville, TN 75482

And

Tyler County Sheriff ("Client")

702 N. Magnolia St.
Woodville, TX 75979

Attention: Paul Maple

Telephone No.: 800-203-7981

E-mail Address: pmaple@i3verticals.com

Attention: Judge Milton Powers

Telephone No.: 409-283-2141

E-mail Address: judge@co.tyler.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.

- Icon Annex
- GFA, Payroll, Payroll Online Annex
- Clerk Connect Annex
- I-Ticket Annex
- uVisionPLUS PRO Annex
- Law Enforcement Annex
- CJT Case Management Annex
- GHS Collections Annex

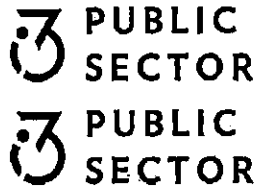
- TrueSign Annex
- ILEMS Annex
- ODR Annex
- InterOP Annex
- EZCourt Pay Payment Platform Annex
- Credit/Debit Payment Processing Agreement
- WebJury Annex

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:
 By: _____
 Signature
 Name: _____
 Title: _____
 Date: _____

Client:
 By: _____
 Signature
 Name: _____
 Title: _____
 Date: _____



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 device or mechanism. The Solutions are made available for use solely in the United States of America.

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; Public Records; 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 the data or information input, edited,



authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Public Records"), 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 Public Records, 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) Public Records.

- (i) Client will have full access to the Public Records 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 Public Records for any purpose including but not limited to, troubleshooting, product development, and/or other business and operational purposes.
- (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 Public Records 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.
- (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 of Tennessee, 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.



1. Client's Operational Responsibilities.

- a. Client has sole responsibility for the use of the Products and Services, including but not limited to operating procedures, controls, back-up procedures, anti-virus protection, accuracy and security, and other procedures necessary for Client's intended use.
- b. Client will ensure that its personnel are educated and trained in the proper use and operation of the Products and Services and that they are used in accordance with i3's instructions.
- c. 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.
- d. Maintenance, modifications, support, and upgrades are not included except as may be expressly set forth in the Quote.
- e. Client will provide i3 remote access to i3's provided systems in a satisfactory manner to facilitate i3's successful fulfillment of its obligations in this Agreement.

2. Payment. Client will timely pay for the Products and Services as set forth in the Quote.

3. Term And Termination.

- a. This Agreement will commence on the Effective Date and will continue in full force and effect for a period of three (3) years (the "Initial Term") unless earlier terminated as set forth below. Upon the expiration of the Initial Term or any subsequent Renewal Term, this Agreement will renew for additional one-year periods (each a "Renewal Term"), and, together with the Initial Term, collectively the "Term" unless either Party notifies the other Party in writing of its intent not to renew this Agreement at least 60 days prior to the end of the Term.
- b. This Agreement and all rights granted hereunder as to Client will terminate if Client (i) fails or refuses to comply or perform any of its obligations under this Agreement, (ii) becomes insolvent or makes any assignment of its business for the benefit of creditors, (iii) has a receiver, trustee in bankruptcy, or a similar officer appointed to take charge of all or part of its property, (iv) is adjudged a bankrupt or (v) infringes any intellectual property right of Contractor. Termination due to a breach of Sections (iii), (iv) or (v) will be effective upon notice. In all other cases, termination will be effective thirty (30) days after notice of termination to Client if the defaults have not been cured within such thirty (30) day period.
- c. Within two (2) weeks after termination of this Agreement, Client will return each item of Software, any copies and all related items and materials to i3 and certify its compliance with this provision.

4. Governing Law. This agreement will be construed, interpreted, and governed in accordance with the laws of the State of Texas.

5. Addendum Governs. Except as modified by this Addendum, the terms of the Agreement remain in effect. To the extent there is any conflict between this Addendum and the Agreement, applicable to the subject matter of this Addendum, the terms of this Addendum will control. i3 and its affiliates will provide the Products and Services specifically described in the Quote. This Addendum will control over any variances from the Quote.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000151579644.1	Sales Rep	Adam Harter
Total	\$6,068.93	Phone	(800) 456-3355, 80000
Customer #	6789522	Email	Adam_Harter@Dell.com
Quoted On	May. 01, 2023	Billing To	JACKIE SKINNER
Expires by	May. 31, 2023		TYLER COUNTY COURTHOUSE
Contract Name	Texas Department of Information Resources (TX DIR)		100 W BLUFF ST
Contract Code	C000000006841		RM 110
Customer Agreement #	TX DIR-TSO-3763		WOODVILLE, TX 75979-5245
Solution ID	17659525.3		
Deal ID	25785781		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Adam Harter

Shipping Group

Shipping To	Shipping Method	Install At
DONALD CALHOON TYLER COUNTY COURTHOUSE 702 N MAGNOLIA ST WOODVILLE, TX 75979-4935 (409) 283-2172	Standard Delivery	TYLER COUNTY COURTHOUSE

Solution Name:

Records Management Server -
PowerEdge R550

Product	Unit Price	Quantity	Subtotal
PowerEdge R550	\$6,068.93	1	\$6,068.93

Subtotal:	\$6,068.93
Shipping:	\$0.00
Non-Taxable Amount:	\$6,068.93
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$6,068.93
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Shipping Group Details

Shipping To

DONALD CALHOON
 TYLER COUNTY COURTHOUSE
 702 N MAGNOLIA ST
 WOODVILLE, TX 75979-4935
 (409) 283-2172

Shipping Method

Standard Delivery

Install At

TYLER COUNTY COURTHOUSE

Solution Name:

Records Management Server -
 PowerEdge R550

		Quantity	Subtotal	
PowerEdge R550		\$6,068.93	1	
Estimated delivery if purchased today: May. 14, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			\$6,068.93	
Description	SKU	Unit Price	Quantity	Subtotal
3.5 Chassis	379-BDSZ	-	1	-
SAS/SATA Backplane	379-BDSS	-	1	-
PowerEdge R550 Server	210-AZEG	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
8x3.5" SAS/SATA, 1 CPU	321-BGSH	-	1	-
Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	338-CBWK	-	1	-
No Additional Processor	374-BBBX	-	1	-
Standard Heatsink	412-AAVU	-	1	-
CPU Blank	412-AAXL	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H745 Controller, Front	405-AAUZ	-	1	-
Front PERC Mechanical Parts, front load	750-ACFR	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan Cold Swap 2U,V2 x5	750-ADIN	-	1	-
Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF	450-AIQX	-	1	-
1 CPU, 1x16 LP+ 1x8(x4 link) LP	330-BBWI	-	1	-
PowerEdge R550 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGIB	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC9, Enterprise 15G	385-BBQV	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0	540-BCOD	-	1	-
PowerEdge 2U LCD Bezel	325-BEBV	-	1	-
Dell EMC Luggage Tag R550	350-BCFM	-	1	-

BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	403-BCMB	-	1	-
BOSS S2 cables and Bracket for R750xs	403-BCNU	-	1	-
No Quick Sync	350-BCER	-	1	-
IDRAC,Legacy Password	379-BCSG	-	1	-
IDRAC Service Module (ISM), Pre-Installed in OS	379-BCQW	-	1	-
IDRAC Group Manager, Enabled	379-BCQV	-	1	-
Windows Server 2022 Standard,16CORE,FI,No Med,No CAL, Multi Language	634-BYJY	-	1	-
Windows Server 2022 Standard,16CORE,DF Recovery Image, Multi Lang, (Downgrade not included)	528-CSCP	-	1	-
Windows Server 2022 Standard,16CORE,Media Kit, Multi Lang, (Downgrade not included)	634-BYLJ	-	1	-
Windows Server 2022 Standard,No Media,WS2016 Std Downgrade DF Media, Multi Language	528-CSCL	-	1	-
Windows Server 2022 Standard,No Media, WS2016 Std Downgrade w/DVD Media,Multi Lang	634-BYLP	-	1	-
Windows Server 2022 Standard,No Media,WS2019 Std Downgrade DF Media, Multi Language	528-CSCQ	-	1	-
Windows Server 2022 Standard,No Media, WS2019 Std Downgrade w/DVD Media,Multi Lang	634-BYLQ	-	1	-
Cable Management Arm, 2U	770-BDRQ	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BECC	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AAACK	-	1	-
PowerEdge R550 Shipping	340-CVKM	-	1	-
PowerEdge R550 Shipping Material	343-BBRT	-	1	-
PowerEdge 2U CCC Marking, No CE Marking	389-DYMO	-	1	-
Dell/EMC label (BIS) for 3.5" Chassis	389-DYMS	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	859-4568	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	859-4582	-	1	-
ProSupport 7x24 Technical Support and Assistance 5 Years	859-4602	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Keep your Hard Drive For Enterprise 5 Years	841-5989	-	1	-
Basic Deployment Dell Server R Series 1U/2U	804-6747	-	1	-
Asset Tag ProSupport	366-0187	-	1	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	2	-
2TB 7.2K RPM NLSAS ISE 12Gbps 512n 3.5in Hard Drive	400-ASHS	-	6	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-

Subtotal:	\$6,068.93
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$6,068.93
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