



ADDENDUM TO MASTER AGREEMENT

Effective as of July 26, 2023 (the "**Effective Date**").

i3 Verticals, LLC ("i3")
40 Burton Hills Blvd., Ste. 415
Nashville, TN 37215
Attention: Paul Maple

and

Tyler County ("Client")
702 N. Magnolia St.
Woodville, TX 75979
Attention: Judge Milton Powers

Telephone No.: 800-203-7981
E-mail Address: pmaple@i3verticals.com

Telephone No.: 409-283-2414
E-mail Address: judge@co.tyler.tx.us

This Addendum modifies and supplements the agreement dated May 8th, 2023. (the "Agreement").

In addition to the services set forth in the Agreement, Client desires i3 and its family of companies provide additional terms and conditions marked below and described in more detail in the applicable Annex attached hereto.

The Registry - Land Records Management Recording System

Except as modified by this Addendum, the terms of the Agreement remain in effect and apply to the Annex. To the extent there is any conflict between this Annex and the Agreement applicable to the subject matter of the Annex, the terms of the Annex will prevail.

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

The parties have executed this Addendum as of the Effective Date.

i3:

Client:

By: _____

Signature

Name: _____

Title: _____

Date: _____

By:  _____

Signature

Name: **Milton Powers**

Title: **Tyler County Judge**

Date: August 21, 2023

THE REGISTRY ANNEX

1) SCOPE OF WORK. i3 shall provide to Client with a Land Records Management Recording System (the "Registry"). i3 will also provide the general public electronic access to public land records recorded in the system. Client understands that i3 will Install the System and train Client "Office" personnel, pursuant to the terms of an applicable statement of work for scope of services. Client and i3 have agreed to a written statement of work, written project plan, and other written communication to specify in more detail the Project scope, required features or functionality, deliverables, milestones, development methods, resources, communications, training, acceptance, change control, payment, or other terms, such writing ("SOW") is incorporated in and made a part of this Agreement. The SOW is appended to this Agreement as Attachment A.

i3 will provide Client project management with comprehensive status reporting on a regular basis. These reports will indicate the work activities performed, progress against project milestones, as well as any expenses incurred in the furtherance of this work to date. Material deviations from the baseline scope and budget documented herein will be mutually reviewed and agreed by i3 and Client.

A Change Request ("CR") will be the vehicle for requesting a change to the SOW. Both Project Managers will review the proposed CR and either approve for further investigation or reject. i3 may specify additional charges for such investigation. If the investigation is authorized, the Project Managers will sign the estimation portion of the CR, which constitutes authorization for the investigative changes. The investigation will determine the effect that the implementation of the CR will have on compensation, schedule and other terms and conditions of the Agreement. A written CR must be signed by both i3 and Client to authorize implementation of the CR.

2) LICENSE. Client acknowledges that its use of the software is governed by the terms of the additional license terms in Attachment B.

3) SOFTWARE MAINTENANCE.

A. MAINTENANCE SERVICES. i3 shall provide to Client the following Services:

1. Local or 800 telephone support to answer any questions related to the Software during the hours of 8:00 a.m. to 5:00 p.m. EST Mon-Fri.
2. Support via internet to fix any "bugs" or problems identified and recurring caused by the Software.
3. Remote and/or on-site support, as necessary in i3's discretion, to fix any "bugs" or problems identified by the Software outside of the documentation and specifications provided with the Software for Software functions.
4. Written notice of and access to upgrades and updates to the Software generally provided to clients of a similar situation who are under maintenance and support service agreements Enhancements and customizations to the Software that results in a new or different version of the Software (not generally offered to clients without fee) are not included in the Services and may require additional charge.
5. Written notice of any programming changes needed to meet state mandated requirements; such programming changes will be part of the Software upgrades and updates as part of the Services.

B. Database Management System and Operating System maintenance services:

1. Support for the most current version installed of the operating system software, database management system, program compilers and utilities.
2. Installation of any future version of database management system if needed pursuant to the terms of this Annex.



3. Installation of any future versions of operating system software if needed, pursuant to the terms of this Annex.
4. Re-installation and configuration of all system software, database management system software, files, program compilers and utilities in event of hardware failure, to the extent required and applicable for i3 provided software and devices and pursuant to the terms of this Annex.

C. **RESPONSE TIME.** Response time, following notification by Client to the nearest i3 office of program failure, shall be as quick as possible, with at least a telephone or electronic response within four (4) hours following the request for Service and, where requested, a visit to the office within twenty-four (24) hours. This quick response time will be maintained by offering preferential scheduling.

D. **EXCLUSIONS.** Maintenance Services shall not include the following:

1. Any requested programming changes are not needed to meet any state mandated requirements.
2. Cost of any future upgrades/versions released for the operating system software (Unix, Linux, Microsoft Windows, Database Management System software, etc.).
3. Damage resulting to the Software or system caused by hardware failures, power failures, acts of any persons other than i3 personnel, vandalism or any illegal acts, or any acts of God.
4. Any programming changes needed to make the Software work or function on different types of terminals, printers, etc. that are added to the system in the future.
5. Training new employees or additional training for any employees, unless otherwise specified in writing on an applicable statement of work.
6. Any programming or system support resulting from county not performing daily, weekly, and monthly backups.
7. Damage or problems caused by computer viruses, internet access, downloaded files, screensavers, spyware, etc. or other failures due to Client's failure to secure its systems and the Software.
8. Enhancements and customizations to the Software not generally offered by i3 to its other customers of a similar nature, size, and industry.

4) **PERFORMANCE.** i3 will perform the services necessary to complete the Agreement in accordance with the procedures described hereunder, in a timely and professional manner, consistent with industry standards, at a location, place and time that i3 deems appropriate, and all in accordance with the SOW and this Agreement. The manner and means that i3 chooses to implement the Agreement are in i3's sole discretion and control.

5) **CLIENT RESPONSIBILITIES.**

- A. Client must have installed an internet connection and connectivity software that is accessible by i3 to provide the Services.
- B. All Service, both preventative and corrective, must depend upon the immediate availability of the complete system for the use of i3 personnel, if so needed in the judgment of i3. All delays due to non-conformance will be invoiced at i3's standard hourly rates, plus reasonable out-of-pocket travel expenses, which i3 will endeavor to obtain Client's consent of such expenses in advance.
- C. Client shall provide a detailed description of the problem and exact error message code (if any) and access to the person intimately acquainted with the problem. The problem with the Software must be able to be re-created in order the fix or remedy the problem or error.

E. i3 and Client agree to use commercially reasonable efforts in making available resources necessary for completion of project in a timely manner, including prompt signoff of milestones, bugs, and additional work-flow documents.

6) TERM AND TERMINATION.

A. TERM. i3 shall license the Registry and provide the Services described herein as of go-live date and shall continue in full force and effect for a period of five (5) years thereafter and shall automatically renew on July 1st for additional one (1) year periods unless terminated as set forth below.

B. TERMINATION. Either party may terminate this Agreement within ninety (90) days advance written notice of renewal period. Either party may terminate this Agreement upon the occurrence of an uncured material breach by the other party, which is not cured within thirty (30) days after the date of written notice to the defaulting party. In the event of termination of this Agreement for any reason, all fees and charges due and owing to i3 under this Agreement and the Master Agreement shall become immediately due and payable to i3. All fees and charges due and owing to i3 governed by this Agreement will be due within thirty (30) days of any termination.

7) FEES. Fees are detailed in Attachment C.



ATTACHMENT A STATEMENT OF WORK

THIS STATEMENT OF WORK (the "SOW") is pursuant to the Master Agreement and The Registry Annex governing the following Project:

Client:	
i3 Project Name:	Land Records Management Software System

Information in this SOW shall be used as an outline under the terms of the Agreement. A detailed SOW will be developed during early phases of implementation to include benchmarks and schedules.

1. Project Description

This Project is a Land and Court Records Computer System developed by i3 for Client. This System will provide the Client with a method for recording land records for Client. This Agreement only covers the software licensing component of the system.

2. Scope of Services provided with the Purchase Agreement for the Records Management Computer System

Planning Phase: Install test station at Client's location, Extract data and images from current system.

Development Phase: Configure system options, convert images to proper format (IMAGES MUST BE GIVEN TO COMPANY IN A FORMAT THAT CAN BE CONVERTED INTO GROUP 4 TIFF FORMAT).

Testing Phase: Present final system to Client.

Implementation Phase: Perform on-site pre-training prior to installation date, Perform one week of on-site post installation training.

3. Deliverables

The Project will be delivered as a complete system for the recording, indexing, scanning and public retrieval of records held in the Recorder's office. Records will be made available on-line, which will also serve as the off-site disaster recovery for county records. In depth reporting, an enhanced financials package, OCR, manual redaction, electronic filing and credit card processing will also be made available.

4. Duration of Services

This Project will be started at the effective date of the Annex and will continue until fulfillment of the Annex and applicable SOWs. The "Go Live" date for the system will commence when Client signs off on the complete system installation.



ATTACHMENT B ADDITIONAL LICENSE TERMS

BY INSTALLING, COPYING, OR USING THE REGISTRY ("SOFTWARE"), YOU AGREE TO BE BOUND BY THESE ADDITIONAL LICENSE TERMS ("EULA"):

1. GRANT OF LICENSE. i3 grants you the following rights provided that you comply with all terms and conditions of this EULA and the Agreement:

1.1 Installation and use. You may:

(a) Install and use a copy of the Software on one personal computer.

1.2 Alternative Rights for Storage/Network Use. As an alternative to Section 1.1(a), you may install a copy of the

Software on a network storage device, such as a server computer, and allow one access device, such as a personal computer, to access and use that licensed copy of the Software over a private network. You must obtain a license to the Software for each additional device that accesses and uses the Software installed on the network storage device, except as permitted by Section 1.4 of this EULA.

1.3 License Grant for Remote Desktop. You may use remote access technologies, such as the Remote Desktop features in Windows or NetMeeting, to access and use your licensed copy of the Software, provided that only the primary user of the device hosting the remote desktop session accesses and uses the Software with a remote access device. These remote desktop rights do not permit you to use the Software on both the device hosting the remote desktop session and the access device at the same time.

1.4 License Grant for Remote Assistance. You may permit any device to access and use your licensed copy of the Software for the sole purpose of providing you with technical support and maintenance services.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

3. RESERVATION OF RIGHTS AND OWNERSHIP. i3 reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. i3 or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This EULA does not grant you any rights to trademarks or service marks of i3.

4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILE, AND DISASSEMBLY. You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide commercial hosting services with the Software.

7. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that i3 may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms. i3 reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Software.

8. UPGRADES. To use Software identified as an upgrade, you must first be licensed for the software identified by i3 as eligible for the upgrade and under a support and maintenance agreement. After installing the upgrade, you may no longer use the original software that formed the basis for your upgrade eligibility, except as part of the upgraded software. You must use only the last approved version of the Software.

9. NOT FOR RESALE SOFTWARE. Software identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

10. SEPARATION OF COMPONENTS. The Software is licensed as a single product. Its component parts may not be separated for use on more than one device.

11. SOFTWARE TRANSFER. Internal. Upon notice and approval of i3, you may transfer your copy of the Software to a different device. After the transfer, you must completely remove the Software from the former device. Any transfers to a third party are prohibited. You may not transfer the Software to any



third party including any indirect transfer, such as a consignment.

12. **TERMINATION.** Without prejudice to any other rights, i3 may terminate this EULA if you fail to comply with the any terms and conditions of this EULA or the Agreement. In such event, you must return and/or destroy all copies of the Software and all of its component parts. Upon any termination, your rights to the Software will be revoked.

13. **LIMITED WARRANTY FOR SOFTWARE.** i3 warrants that the Software will perform substantially in accordance with the accompanying materials for a period of one hundred eighty days (180) days from the date of receipt. i3 makes no other warranties, express or implied, except as prohibited by applicable law. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (ONE HUNDRED EIGHTY DAYS).** AS TO ANY DEFECTS DISCOVERED AFTER THE ONE HUNDRED EIGHTY DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you. Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the one hundred eighty day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

14. **YOUR EXCLUSIVE REMEDY.** i3's and its suppliers' entire liability and your exclusive remedy for any breach of this limited warranty or for any other breach of this EULA or for any other liability relating to the Software shall be, at i3's option from time to time exercised subject to applicable law, (a) return of the amount paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this limited warranty and that is returned to i3 with a copy of your receipt. You will receive the remedy elected by i3 without charge. This limited warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, and i3 will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with i3's warranty remedy procedures.

15. **DISCLAIMER OF WARRANTIES.** The limited warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the limited warranty and to the maximum extent permitted by applicable law, i3 and its suppliers provide the Software and support services (if any) **AS IS AND WITH ALL FAULTS**, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. **ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.**



**ATTACHMENT C
FEES**

Product		
The Registry		
	Conversion , Training, Implementation (One Time Fee)	\$ 15,000
	Annual Maintenance (Recurring)	\$ 25,000
	Possible Server Expense	\$ 7,500

The Software Maintenance Fees shall be calculated from the date the Registry Software is installed or accessible, and available for use by Client. Maintenance fees shall be invoiced yearly and will be due and payable by the first day of each period and due within forty-five (45) days of i3's invoice date. Other fees or charges incurred by Client under this Agreement shall be invoiced separately by i3 and shall be payable forty-five (45) days after the date of invoice. Failure to pay maintenance fees and invoices as specified herein will give i3 the right to terminate the Agreement upon ten (10) business days' prior written notice. The maintenance fees and charges specified herein are subject to change by i3 annually, effective on the annual anniversary date of the effective date of this Agreement or at any time thereafter subject to ninety (90) days prior written notice to Client of such change in fees.