

HOSTING AND SERVICE LEVEL AGREEMENT

This agreement is made simultaneously and in conjunction with the attached License Agreement between NET Data Corporation ("NET Data") and Hopkins County, Texas ("Client"), dated 1-28, 2019. All terms and conditions of the License Agreement are incorporated by reference, including but not limited to any warranties, any disclaimer of warranties, and any disclaimer of damages.

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:
 - Document Imaging (RVI)
 - iCON JP CMS
 - IRA
 - iTicket
 - Online Discovery
 - NETD Online
 - Judicial Management
 - County Clerk
 - County Attorney
 - District Clerk
 - District Attorney
 - Records Indexing
 - Jury Selection
 - Hot Check
 - LEC Suite
 - Constable Process Tracking
 - Financial Management
 - Property Tax Billing and Collection
- 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.

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. Payment (see attachment A).

Client agrees to pay an upfront initial migration fee of \$2,500. Client further agrees to pay NET Data on an annual basis (before each yearly use of the Services) the amount of \$28,000.

5. Not a License/Not Assignable.

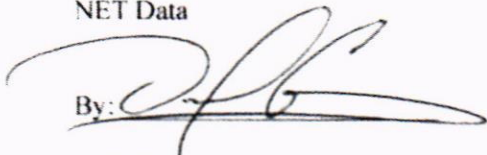
This addendum is not providing CLIENT with a license to any NET Data product or service. Client cannot assign it without written permission of NET Data.

6. Term/Termination

The term of this agreement shall begin upon migration completion and shall run for a period of five (5) year(s), afterwhich the term shall renew automatically on an annual basis with the billing and subsequent remittance of an annual renewal fee. Either party may terminate this agreement after the initial term by giving thirty (30) days written notice to the other party.

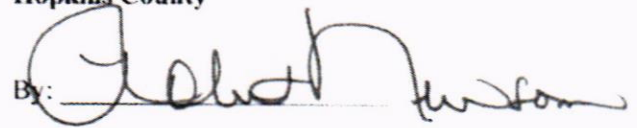
AGREED TO:

NET Data

By: 

NET Data

Hopkins County

By: 

County Judge

