

## Maintenance Agreement

This Agreement is made and entered into on this the 28<sup>th</sup> day of August, 2007 by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with it's principle place of business in Sulphur Springs, Texas, and Polk County, hereinafter referred to as "Buyer", with it's principal place of business in Livingston, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from **October 1, 2007 through September 30, 2008** and applies to the following application software Buyer has purchased from Seller.

<i>Financial</i>	<i>Hot Checks</i>	<i>County Clerk Case Management</i>
<i>Justice of the Peace</i>	<i>Child Support</i>	<i>District Clerk Case Management</i>
<i>Jury Selection</i>		<i>District Attorney Case Management</i>
<i>Law Enforcement</i>		<i>Vehicle Inventory Tax</i>

2. During the term of this contract Seller agrees:

- a) To correct any errors found in the software systems.
- b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
- c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller.
- d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.

3. In consideration of the above mentioned services, Buyer will pay to Seller the sum of \$93,850 by October 15, 2007. Such fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas.
4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered.

NET DATA CORPORATION

By: \_\_\_\_\_  
Tory Humphries, President

POLK COUNTY

By: \_\_\_\_\_  
Polk County Judge

P.O. Box 422  
 Sulphur Springs, Texas 75483  
 1.800.465.5127  
 FAX 903.885.1604  
 PHONE 903.885.0818  
 www.netdatacorp.net



# INVOICE

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DATE: SEPTEMBER 10, 2007

INVOICE NUMBER 10667

TERMS: DUE UPON RECEIPT

CLIENT INFORMATION	POLK COUNTY <i>Ray Stelly</i> AUDITOR 101 W. CHURCH ST. LIVINGSTON TX 77351		FOR BILLING CYCLE: FROM 09/10/2007 - 09/10/2007 PHONE: 409-327-6811 FAX: 409-327-6898		CLIENT CODE	POL 900152
					HOURLY RATE	CS \$100 PRO \$120 SE \$150

APPL.	TYPE	EMP.	DATE	DESCRIPTION	BEG. TIME	END TIME	TOTAL TIME	PRICE
VIT	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE VIT 10/01/07-09/30/08				\$1,100.00
SUP	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE CH SUP 10/01/07-09/30/08				\$6,750.00
LAW	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE LAW ENF 10/01/07-09/30/08				\$12,750.00
JUR	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE JURY SEL 10/01/07-09/30/08				\$4,750.00
JOP	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE JOP 10/01/07-09/30/08				\$16,500.00
HOT	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE HOT CK 10/01/07-09/30/08				\$5,250.00
FIN	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE FINANCIAL 10/01/07-09/30/08				\$22,000.00
DAT	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE DA CASE 10/01/07-09/30/08				\$4,750.00
DCC	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE DC CASE 10/01/07-09/30/08				\$9,500.00
CCC	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE CC CASE 10/01/07-09/30/08				\$10,500.00

**RECEIVED**

SEP 06 2007

**POLK COUNTY JUDGE**

*Copy to  
 Co. Judge  
 101 W Church St  
 Livingston 77351*

NET DATA USE ONLY	SUMMARY OF CHARGES	PLEASE PAY THIS AMOUNT
CREDIT NO. _____	TOTAL HOURS: :00 CHARGE HOURS: :00 NOCHARGE HOURS: :00 FLAT FEES: \$93,850.00	\$93,850.00 ✓

MESSAGES	<i>Thank You!</i>
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## Hardware Support Level 1 Maintenance Agreement

This Agreement is made and entered into on this the 28th day of August 2007 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Polk County, hereinafter referred to as "Buyer", with its principal place of business in Livingston, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from **October 1, 2007** thru **September 30, 2008** and applies to *Hardware Support Maintenance* services provided by the Seller. During the term of this contract Seller agrees to provide:

Hardware 1-800 support for the following:

- iSeries Access Installation and questions\*
- RVI Installation and questions\*
- NETD Online Installation and questions\*
- Printer configuration to the i5 and questions\*
- Assist IBM CE during Hardware/Software iSeries 400 problems
- Once a month dial-in to check for system messages and backup
- One onsite Update for PTF's and/or OS/400 Upgrades per year

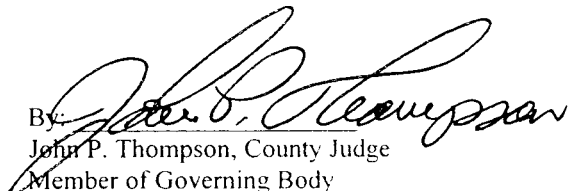
\*This does not cover the physical installation of PC's and/or PC operating systems.

2. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of \$5,000 on the first day of October of each year during the term of this contract.
3. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred-fifty (150) dollars per hour and expenses in return for other services (those not included in this contract) rendered.

THE NET DATA CORPORATION

Polk County

By: \_\_\_\_\_  
Tory Humphries, President

By:   
John P. Thompson, County Judge  
Member of Governing Body  
(approved by Commissioners Court  
on August 28, 2007)