Maintenance Agreement

This Agreement is made and entered into on this the day of <u>August</u>, 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.

FinancialHot ChecksCountyJustice of the PeaceChild SupportDistricJury SelectionDistricLaw Enforcement

County Clerk Case Management District Clerk Case Management District Attorney Case Management Vehicle Inventory Tax

- 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 <u>\$93,850</u> 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

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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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PPL TYPE EMP DATE DESCRIPTION BEG. TIME END TIME TOTAL TIME PI VIT MAI ASM 9/10 ANNUAL SOFTWARE MAINTENANCE VIT 10/01/07-09/30/08 \$1, NUP MAI ASM 9/10 ANNUAL SOFTWARE MAINTENANCE \$1, JWP MAI ASM 9/10 ANNUAL SOFTWARE MAINTENANCE \$1, JWW MAI ASM 9/10 ANNUAL SOFTWARE MAINTENANCE \$12, JWW MAI ASM 9/10 ANNUAL SOFTWARE MAINTENANCE \$12, JUR MAI ASM 9/10 ANNUAL SOFTWARE MAINTENANCE \$12, JUR MAI ASM 9/10 ANNUAL SOFTWARE MAINTENANCE \$16, JUR MAI ASM 9/10 ANNUAL SOFTWARE MAINTENANCE \$16, HOT CK 10/01/07-09/30/08 S16, \$16, \$16, NAI ASM 9/10 ANNUAL SOFTWARE MAINTENANCE \$22,2, DAT MAI ASM 9/10 <th>LIENT RMATION</th> <th>POLK CO Ray St 101 W. LIVINGS</th> <th>ZHY CHUR</th> <th>AUDITOR CH ST. TX 77351</th> <th colspan="3">FOR BILLING CYCLE: FROM 09/10/2007 - 09/10/2007 PHONE: 409-327-6811 FAX: 409-327-6898</th> <th>HOURLY</th> <th>POL 900152 CS \$100 PRO \$120</th>	LIENT RMATION	POLK CO Ray St 101 W. LIVINGS	ZHY CHUR	AUDITOR CH ST. TX 77351	FOR BILLING CYCLE: FROM 09/10/2007 - 09/10/2007 PHONE: 409-327-6811 FAX: 409-327-6898			HOURLY	POL 900152 CS \$100 PRO \$120
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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 <u>\$5,000</u> 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

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