

**COPY**

**Maintenance Agreement**

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This Agreement is made and entered into on this the 23<sup>rd</sup> day of September 2008 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, 2008 through September 30, 2009 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>

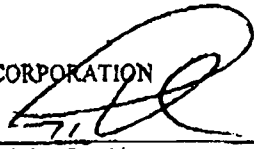
- 2. During the term of this contract Seller agrees:

- 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 \$96,618 by October 15, 2008. 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

**Ratified by Commissioners' Court  
3.12.09**