



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

Hopkins County ("Client")
128 Jefferson Street
Sulphur Springs, TX 75482
Attention: Tracy Smith

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

Telephone No.: 903-438-4078
E-mail Address: cclerk@hopkinscountytexas.org

This Addendum modifies and supplements the agreement dated December 27th, 2005. (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

By: Robert Newrom
Signature

Name: _____

Name: Robert Newrom

Title: _____

Title: County Judge

Date: _____

Date: 8-28-2023

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.