LGS

Contract Number
LGS10-10001 A-6

Addendum – Non-Exclusive License and Services Agreement

This Addendum shall modify Exhibit 1 of the Non-Exclusive License and Services Agreement (the "Agreement") known as Contract Number LGS10-10001. This Addendum has been mutually agreed to in principle by a Formal or Informal Proposal and the Amendment is hereby presented to the Commissioners Court of **Clay County, Texas** (herein after referred to as "**COUNTY**") for Approval. This Addendum shall amend any previous exhibits denoted at Exhibit 1 by and between **Local Government Solutions, L.P.** ("**VENDOR**"), having its principal place of business at 2693 Hwy 77, North, Suite 2100, Waxahachie, Texas 75165 and the COUNTY with administrative offices located at the Clay County Courthouse, 100 N. Bridge Street, Henrietta, Texas 76365.

WHEREAS, the Commissioners Court of the COUNTY in an Open Meeting brought this matter to a vote during the Public Meeting and with their approval and by official signature below designate their approval to amend the existing contract for services in accordance with Exhibit 1 hereto attached;

WHEREAS, the COUNTY is a willing participant in this Addendum and is currently bound by the existing Agreement with the VENDOR hereinafter referred to as Contract # LGS10-10001 and entitled Non-Exclusive License and Services Agreement (NLSA), which is on file in the Clay County Clerks, Commissioners Court Records. The NLSA shall be the governing agreement with this and any future addendums forming the entire agreement;

WHEREAS, in accordance with the existing NLSA the COUNTY wishes to make an amendment to Exhibit 1 of the NLSA;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following amendments:

ADDENDUM, Exhibit 1 is hereby Amended and submitted, accepted and approved by the COUNTY as follows:

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LGS

Contract Number

LGS10-10001 A-6

Exhibit 1 – Departments, Services, and Users

To Non-Exclusive License Agreement Between Local Government Solutions, LP And Clay County, Texas ("Licensee")

The Licensee Departments identified in this Exhibit 1 are authorized to use the specific Department Service(s) stated below. The number of authorized Users for each such Department and each Service authorized for that Department are specified in Exhibit 1. No more than the authorized Number of Users may access and use the applicable authorized Service at any given time. Monthly fees are based on the number of authorized Users. The License fee includes all new releases and versions of the specified Service. The Company connections are protected by certified RSA 2048-bit (SHA 256 with RSA) encryption.

SAAS Applications – Departments Amended

1. Clay County– Justice of the Peace

Application	Monthly License Fee	User Licenses
LGS JMC – Full User - $160 (split 70/30 with Henrietta Municipal Court)	$224.00	2
LGS JMC – Judge - $100 (split 70/30 with Henrietta Municipal Court)	$70.00	1
LGS JMC – Part-time - $100 (split 70/30 with Henrietta Municipal Court)	$70.00	1
{Addendum Number 1}* - Change in Monthly Fee	$364.00	

Fees

Unless otherwise expressly provided in this Exhibit 1, monthly fees are due and payable in advance of the first day by 5:00 p.m. Central Standard Time, of each month by Licensee at the address provided on the Invoice. Payment must be in U.S. Dollars, by check drawn on Licensee's account, certified check, or wire transfer to an account specified by the Company. Payment is deemed made when the Company receives payment.

Additional Departments or Department Services

Upon written request of Licensee, additional Departments or Department Services may be added, subject to consent of the Company and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Services, or installation, training, or additional data conversion/formatting, and other costs, including but not limited to travel and reasonable per diem expenses, may apply.

Additional Users

Additional Users may be added upon request of Licensee with the approval of the Company, to be documented in an Addendum to this **Exhibit 1** executed by Licensee and the Company, for an increase in the license fee stated for that Department Service equal to the then current per additional User fee for the specified Company product.

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Data Storage Fees

The Licensee agrees to pay for data storage and backup fee in accordance with the following initial storage requirement and rate structure:

Type of Storage	Space Provided	Monthly Cost to Licensee	Select Option
Network Attached Storage	500 GB	$ 40.00	**$40.00**
Network Attached Storage	1 TB	$ 55.00	
Network Attached Storage	2 TB	$100.00	
Network Attached Storage	3 TB	$110.00	
Network Attached Storage	4 TB	$120.00	
Network Attached Storage	5 TB	$130.00	
Network Attached Storage	6 TB	$140.00	
Network Attached Storage	7 TB	$150.00	
Network Attached Storage	8 TB	$160.00	
Network Attached Storage	9 TB	$170.00	
Network Attached Storage	10 TB	$180.00	
Network Attached Storage	11 TB	$190.00	
Network Attached Storage	12 TB	$200.00	
Any additional space is capped at $200.00 per month			

Table 1
Network Attached Disk Storage Rate Structure

SaaS Hosting Fees

The Licensee agrees to pay for SaaS Hosting fees for Virtual Servers located at our Hosting Center pursuant to the following requirements and rate structure:

Database Size	Monthly Database Fee	Monthly Database Backup Fee	Total Monthly SaaS Hosting Fee	Select Option
2 GB	**$20.00**	**$20.00**	**$ 40.00**	**$40.00**
4 GB	$40.00	$20.00	$ 60.00	
6 GB	$60.00	$20.00	$ 80.00	
8 GB	$80.00	$30.00	$110.00	
10 GB	$100.00	$40.00	$150.00	

Table 2
SaaS Hosting Fee for Virtual Servers

COLA Adjustments

All Fees will adjust annually based on cost-of-living-increases (**"COLAs"**) determined and adopted by the United States Social Security Administration Annual Cost of Living Adjustments. The Company will advise Licensee prior to the beginning of each contract year whether a COLA increase in fees will be applied, and if so, what that increase will be.

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Third Party Hardware/Software Expenses

To the extent not procured by Licensee, the Company shall pass through all government mandated hardware and/or software licensing expenses to Licensees.

SaaS Services

Hosted SaaS Services – Cloud-Based Computing and Data Management

No SaaS applications will be installed on Licensee's site. The Services will be hosted remotely at the Company's facilities located in Austin, Texas. Upon execution of the Agreement, the Company will configure its hosting servers and other facilities to provide Licensee access to and use of the authorized Services and to store Licensee Data.

Licensee is wholly responsible for obtaining and maintaining appropriate workstations and other equipment, and software and operating systems (e.g. the Company might specify use of Windows 10 or later); having and maintaining appropriate and secure internal and external networks, including appropriate Internet or other connectivity having sufficient bandwidth and speed to permit suitable working access to and communication with the Company's cloud-based servers. Licensee's Internet connectivity must have at least the minimum upload and download rates required by the Company. The Company is not responsible for failure of or unsatisfactory performance of the Service(s) where Licensee's equipment, networks, or connectivity are not adequate for use with the Company's SaaS Services.

Licensee is wholly responsible for having, applying, and maintaining security systems and procedures necessary to ensure the integrity of Licensee's operations utilizing the Service(s) and security of Licensee's transmission and receipt of data to and from the Company's hosted servers. The Company will not be responsible or liable for any failures of such security that result in interruption of any kind of the access to or use of the Service(s), or loss, corruption, or theft of, or other adverse effects on, Licensee's data arising in whole or part because of inadequacies in Licensee's security systems or procedures.

Licensee is wholly responsible for ensuring that its security is adequate to prevent intrusion into or access by unauthorized third parties of Licensee's equipment, networks, and other systems, including without limitation hereby third-party hacking into or other unauthorized access to Licensee or Licensee contractor equipment connected to or through networks or other means of access to Provider Systems.

Maintenance

The Company will provide maintenance during the Term of the Agreement. For cloud-based hosted services, the Company will provide maintenance to its hosting servers and other equipment. For onsite installations, after initial installation, access to and maintenance of the Services by the Company will be by remote access. If the Licensee requires or requests onsite installation services a fee may be charged directly to the client as stated on the proposal or quotation for the requested service. Otherwise, the Company will only utilize remote access services.

Licensee Requests and Trouble Notices

Licensee must submit all requests for services of any kinds, including any Special Services ("**Service Requests**"), and submit all complaints or reports of errors or malfunctions ("**Error Reports**") in writing to the Company. The Company is not responsible for responding to Licensee Error Reports or Service

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Requests that are not timely submitted in writing. Emails properly addressed to support@supportlgs.zendesk.com are acceptable; these emails will automatically open a support ticket in your name. Please indicate when needed and Company will provide a period of time required for or stated under this Agreement for response or cure by the Company of asserted errors, or for the provision of requested services, shall not be deemed to have begun until and unless such Error Report or Service Request has been received by the Company. The purpose for this procedure is to provide a record of Licensee requests and error reports, with Licensee's own descriptions, as well as to ensure that Licensee's concerns are addressed and not inadvertently overlooked

Data Conversion and Importation

The Company will convert Licensee Data and import it to the Company's data storage servers. Licensee must provide its data in a documented format acceptable to the Company. Refer to Section 3.03 of the Original Agreement. The fee for conversion and importation by the Company is estimated to be **$1,700.00 Dollars** based on an estimate that it will require **20 hours** of the Company man-hours; but may be higher if the data is corrupted, there are formatting and ordering errors, or other problems not of the Company's making. The estimated fee is due and payable by Licensee in full within 30 days after delivery of the converted Agreement; if additional amounts are due, the Company will invoice Licensee for them following successful conversion and importation of the data, and payment in full by Licensee will be due thirty (30) days from the date of the Company's invoice.

SAAS Applications One-time Services

1. **Pre-installation and Conversion Fees – Clay County Justice of the Peace**

Description of Pre-installation and Conversion Efforts	Estimated Hours	Total One-time Fees
Setup and Installation	4	$ 500.00
Conversion - Incode	20	$1,700.00
Total One-Time Fees		**$ 2,200.00**

Table 3
Pre-installation and Conversion Fees

Pre-Installation, Data Conversion and System Setup

The Company will provide Licensee with pre-installation assistance and data conversion services. Pre-Installation Services include all necessary system setup needed for the Department installation. This process shall include 0 (zero) data extractions from the existing vendor at time to be determined by the Installation Plan agreed to by the Licensee and Company. Licensee shall pay the Company a one-time Pre-Installation, Data Conversion and System Setup services for a total fee of $0.00 within 30 days following system Go-Live.

1. **Testing and Verification – Clay County Justice of the Peace**

Testing and verification of converted data is a multi-faceted approach. This includes side-by-side comparison of multiple records of all cause types to ensure all data is converted and mapped correctly, comparison of financial and statistical reports from both software systems, and ample opportunity during training to test everyday functions to ensure expected outcomes in regards to fine amounts, cause numbers, etc.

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Data Backup

For remote installation (cloud-hosted service), unless otherwise agreed, the Company will be responsible to conduct daily and monthly backup of Licensee Data kept on the hosted services server(s), by means consistent with industry standards, or as may be otherwise specifically described. Licensee may request other backup procedures or frequencies, which the Company may agree to provide in its sole discretion, and for which there may be additional fees or costs (including possibly treatment as a Special Service).

Training and Orientation

The Company will provide training to Licensee when in the opinion of both Parties, it will further the intent of this Agreement and facilitate and expedite the provisions of the Services. Initial access to the Services will occur after the initial orientation of appropriate Licensee personnel by the Company, at a time and location to be arranged by and agreed to by the Company. Orientation and training shall be at no additional cost to Licensee beyond reasonable expenses of the Company as defined in **Exhibit 1**.

The Company will provide Licensee with initial Training and Orientation plus reimbursable travel and per diem expenses. It is Licensee's responsibility to identify personnel to be trained, and to provide space for, and to schedule training at times agreed by the Company, to occur in time for Licensee's personnel to be able to perform their functions without interference with or delay of Licensee business functions dependent on the Services.

1. Training and Orientation – Clay County Justice of the Peace

Course Name	*Remote / Onsite*	*Days*	*Cost Per Day*	*Total Cost*
JMC – split 70/30 with Henrietta Mun. Court	*Onsite*	*2*	*$ 850.00*	*$1,190.00*
			Office Total Training and Orientation Costs	*$1,190.00*

Table 5
Training and Orientation Services

Expenses and Out-of-Pocket Costs

Licensee shall reimburse the Company for reasonable costs and expenses incurred by the Company other than as included in stated License fees for use of the authorized Services and related materials. The Company will usually ask Licensee to pre-approve all anticipated the Company expenses, the costs of which are to be reimbursed by Licensee, except where impracticable because of, for example, the need to respond quickly to an unanticipated situation. The Company will submit to Licensee original receipts supporting the costs and expenses requested to be reimbursed by Licensee.

Unless otherwise agreed, the Company will be reimbursed

At then-current government rates for the applicable region;
For hotel room categories corresponding to Courtyard by Marriott or Hampton Inn;
For mid-size car rental;
For airfare on Southwest Airlines or United Airlines;
For mileage at the current legal reimbursement rate; and
For the then-current daily federal per diem rate for the area, plus applicable tax, plus fifteen percent (15%) meal gratuity per ACA 19-4-925(b).

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LGS

Contract Number

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Clay County, Texas

Summary of Recurring Commitment After This Addendum

All Modules	Number of Licenses	Cost Per License	Monthly Cost
Clay County Justice of the Peace			
JMC – Full User (split 70/30 with Henrietta Mun. Court)	2	$160.00	$ 224.00
JMC – Judge (split 70/30 with Henrietta Mun. Court)	1	$100.00	$70.00
JMC – Part-time (split 70/30 with Henrietta Mun. Court)	1	$100.00	$70.00
Database Management & Storage Fees		$80.00	$80.00
		Total Increase	**$444.00**

Clay County Monthly Commitment	
LGS10-10001 (District Clerk) - Current Billing	$167.00
LGS10-10001 A6 Justice of the Peace	$444.00
Total New Recurring Commitment for Clay County	**$611.00**

Summary of One-Time Fees for this Addendum

One-Time Service(s)	Units Days/Hrs	Unit Cost	Total One-Time Cost
Clay County Justice of the Peace			
Conversion – Incode	20hrs	$85.00	$1,700.00
Setup	4hrs	$125.00	$500.00
Onsite Training (split 70/30 with Henrietta Mun. Court)	2 days	$850.00	$1,190.00
		Total One-Time Fees	**$3,390.00**

per entity per entity

Agreed to this the 21 day of October, 2026 and hereby amended by the Commissioners Court Minute Order No 10 of Clay County, Texas.

Approved by:

Clay County, Texas

Honorable Mike Campbell
Clay County Judge

Date: 10/26, 2026

Local Government Solutions, L.P.

William E. Hazeldean
President & CEO

Date October 7, 2026

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Clay County Justice Court & Henrietta Municipal Court Solution Proposal

Monthly Software Licensing				Per Entity	
Item	# of Licenses	Cost per License	Total	County	City
Full Access (70/30)	2	$ 160.00	$ 320.00	$ 224.00	$ 96.00
Judge Access (70/30)	1	$ 100.00	$ 100.00	$ 70.00	$ 30.00
Part-Time Access (70/30)	1	$ 100.00	$ 100.00	$ 70.00	$ 30.00
Hosting Fee - Data & BU	2gb	$ 40.00	$ 40.00	$ 40.00	$ 40.00
Hosting Fee - Storage	500 GB	$ 40.00	$ 40.00	$ 40.00	$ 40.00
		Total Monthly	$ 600.00	$ 444.00	$ 236.00

County Annual Cost	**$ 5,328.00**
City Annual Cost	**$ 2,832.00**

One Time Charge - Data Conversion, Setup Training

Description	Units	Cost Per	Total	County	City
Data & Image Conversion - hours	20	$ 85.00	$ 1,700.00	$ 1,700.00	$ 1,700.00
Setup - hours	4	$ 125.00	$ 500.00	$ 500.00	$ 500.00
Training (on site) - days* 70/30	2	$ 850.00	$ 1,700.00	$ 1,190.00	$ 510.00
		One Time Cost	$ [illegible]0	$ 3,390.00	$ 2,710.00
*includes expenses					

First Year Cost County	$ 8,718.00
First Year Cost City	$ 5,542.00

* includes expenses