

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made and entered into as of August 1, 2022 ("Execution Date") to be effective as of August 1, 2022, as well ("Effective Date"), by and between Brazoria County, with offices at 451 N Velasco, Angleton TX 77515 ("Customer"), and Spindlemedia, Inc, a Texas corporation, whose offices are located at 1005 Long Prairie Rd, Suite 200, Flower Mound, Texas ("Provider").

1. Definitions.

1.1 "Documentation" means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services.

1.2 "Process" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, or translate, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "Processing" and "Processed" have correlative meanings.

1.3 "Service Software" means the Provider software application or applications, any third-party or other software provided by Provider, and all new versions, updates, revisions, improvements and modifications of the foregoing.

1.4 "Specifications" means the specifications, criteria, requirements, features and functionality for the Services set forth in this Agreement, including as set forth in Schedules (defined below) attached hereto and incorporated herein.

1.5 "General Availability Use" or "GA" refers to the marketing phase when the Service Software is generally available for purchase or service through subscription.

1.6 "Beta Period Use" means a pre-release of the Service Software issued to Customer to try under real conditions after Provider has gone thru alpha testing inhouse. Additional design changes and/or modifications may be applicable during this period.

2. Scope of Services.

2.1 General. During the Term, Provider shall, in accordance with all terms and conditions set forth in this Agreement, provide to Customer and its Authorized Users the following: (a) access to the Service Software, as well as all necessary hosting, management and operation of the Service Software and other services in order to provide remote electronic access and use of the Service Software by Customer and its Authorized Users (as such term is defined below) ("Hosted Services") as further described in this Agreement and on all Schedules attached hereto or later executed by the parties as Service Orders or new, additional Schedules, all of which are incorporated herein by reference (each, a "Schedule," and collectively, "Schedules"); (b) hosting, maintenance and the Support Services (defined below) in connection with the availability, access and use of the Hosted Services as further described in this Agreement and on any Schedule; and (c) any such other services mutually agreed to by the parties and set forth in this Agreement (collectively, the "Services"). Provider shall be solely responsible, at its own cost and expense, for procuring, configuring, operating, supporting and maintaining all resources, facilities, equipment, communications, network infrastructure, devices, programs, operating, applications and other software, data, information and materials, whether owned, licensed or otherwise available or utilized, in order to effectively, fully and properly provide the Services hereunder (the "Provider Systems"). Any modifications or changes to the Services hereunder will be effective only if and when memorialized in a mutually agreed written change order or Schedule signed by both parties.

2.2 Subcontracting. Customer acknowledges that in the course of performing its obligations hereunder, Provider may desire or require the use of goods, services and assistance of subcontractors and/or other

suppliers (each, a "Subcontractor"). For the purposes of clarity, Subcontractor does not include any supplier of the Provider Systems. Provider may use Subcontractors so long as the following conditions are met: (a) Provider shall ensure each Provider Subcontractor complies with all relevant terms of this Agreement, including all provisions relating to Customer Data or other Confidential Information (as such term is defined herein) of Customer; (b) Provider shall remain primarily responsible for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services, and (ii) acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Provider; and (c) and any noncompliance by any Subcontractor or its employees or agents with the provisions of this Agreement will constitute Provider's responsibility.

3. License Grant and Restrictions.

3.1 Hosted Services License and Restrictions. Subject to the terms and conditions of this Agreement, Provider hereby grants to Customer (and its Authorized Users) a non-exclusive, non-transferable and non-sublicensable, right and license during the Term and such additional periods, if any, as Provider is required to perform Services under this Agreement, to: (a) access and use the Hosted Services for Customer's and its affiliates' respective internal business purposes (unless use by affiliates is limited in a particular Schedule), including for Processing Customer Data; and (b) prepare, reproduce, print, download and use as many copies of the Specifications and Documentation as are reasonably necessary for any use of the Services under this Agreement. The parties acknowledge and agree that Customer shall have the right to determine and designate who will have access and use the Services pursuant to this Agreement (collectively, "Authorized Users") through Customer's account under this Agreement. The number of Authorized Users included hereunder is set forth on Schedule(s). Customer shall not: (x) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except those authorized by Customer, and except as expressly permitted by this Agreement; (y) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable law, or (z) reverse engineer, decompile, disassemble or otherwise derive or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Hosted Services. The parties agree that Provider owns all right, title, and interest in and to the Hosted Services (including, but not limited to, the Service Software). Except as expressly provided in this Agreement, Provider does not grant (and expressly reserves) any rights, express or implied, or ownership in or to the Hosted Services. Provider shall have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into the Service Software any suggestions, enhancement requests, recommendations or other feedback Provider receives from Customer.

4. Availability of Hosted Services.

4.1 Availability Requirement. If Customer elects to obtain Hosted Services, Provider shall make the Hosted Services Available, during the Term and any additional periods during which Provider does or is required to perform any Hosted Services. "Available" means the Hosted Services are available and operable for access and use by Customer and its Authorized Users over the Internet in full conformity with this Agreement and any Specifications.

5. Support and Maintenance.

5.1 Support Services. Provider shall provide the maintenance and support services necessary to make the Services ready and available for use in accordance with the Schedules, this Agreement, the Specifications, and the Documentation (collectively, "Support Services"). Without limitation, the Support Services include providing to Customer and its Authorized Users: (a) all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Hosted Services, that Provider provides at no additional charge to its other similarly situated customers; and (b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary, or otherwise related to Customer's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with this Agreement, all Schedules and the Specifications. The Support Services are included in the Services, and Provider may not assess any additional Fees, costs, or charges for Support Services.

5.2 Service Errors. A "Service Error" means the failure of any Hosted Service to perform in accordance with this Agreement, the Specifications, the Documentation, and any Schedule. Provider shall: (a) promptly correct all Service Errors by providing defect repair, programming corrections, and remedial programming; (b) provide unlimited telephone support during the hours of 8 a.m. to 5 p.m. CT on business days; and (c) provide online access to technical support bulletins and other user support information and forums, to the full extent Provider makes such resources available to its other customers. Customer may notify Provider of Support Requests by email, telephone, or such other means as the parties may hereafter agree to in writing. A Service Error will be deemed corrected when Provider has provided Customer a corresponding Service Error correction and Customer has confirmed and accepted such correction.

5.3 Critical Service Errors. With respect to any Service Error that affects all of the Hosted Services or renders a single critical function of the Hosted Services entirely unusable (a, "Critical Service Error"), Provider shall escalate the Support Services to all of Provider's senior management or engineering personnel. If two or more Critical Service Errors occur in any 180-day period, Provider shall promptly investigate the root causes of such Critical Service Errors and promptly provide to Customer a proposed written corrective action plan for Customer's review, comment, and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "Corrective Action Plan"). The Corrective Action Plan shall include, at a minimum:

(x) Provider's commitment to Customer to devote the appropriate time, skilled personnel, systems support, equipment, and other resources necessary to resolve and prevent any further occurrences of the Critical Service Errors; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy and prevent any further occurrences of such Critical Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Provider's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein. If three or more Critical Service Errors occur in any one-year period, then, in addition to all other remedies available to Customer, Customer may terminate this Agreement and/or any Schedule on written notice to Provider with no liability, obligation, or penalty to Customer by reason of such termination.

6. Term and Termination.

6.1 Term. The term of this Agreement (the "Term") will commence as of the Effective Date and will continue in effect until terminated in accordance herewith.

6.2 Termination. In addition to any right of termination set forth in a Schedule, either party may (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) terminate this Agreement and/or any Service Order, with or without cause by providing thirty (30) days written notice to the other party.

6.3 Effect of Termination. Upon and after the termination (except

for cause) or expiration of this Agreement: (a) all licenses granted hereunder will immediately terminate and the respective parties shall cease all activities hereunder and Customer shall terminate all use of the Hosted Services; and (b) Provider shall (at Customer's option and upon its written request) (i) return to Customer (or destroy at Customer's request) all copies of the Confidential Information of Customer in Provider's possession or control, and (ii) provide a written statement to Customer certifying that it has complied with the requirements of this section.

6.4 Data Retention. Notwithstanding the foregoing, if on or before the effective date of such expiration or termination Provider does not receive any written request or instruction from Customer to destroy, erase or return any Customer Data or other Confidential Information of Customer, Provider is not obligated to maintain any of Customer's data past 90 days following the date of termination of this Agreement. Upon Customer's written request prior to the expiration or termination of this Agreement, Provider shall: (a) continue to retain the Customer Data, or solely such specific databases or other collections or articles of Customer Data as Customer may request, as though this Agreement were still in force, for a period to be agreed to by the parties in writing, but that in no event will be shorter than 45 days or longer 180 days after the effective date of such expiration or termination, as applicable, and

(a) immediately upon the conclusion of such Customer Data retention period, return such Customer Data to the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of Customer or any of its designees (collectively, "Customer Systems"), taking those steps reasonably required or reasonably requested to make an orderly transition of the Hosted Services to the Customer Systems by providing record or table layouts with Customer's data. in both Provider's data format and a platform-agnostic format.

7. Fees and Expenses; Audit Rights.

7.1 Fees. In full consideration of the Services provided and the rights granted hereunder, Customer shall pay Provider the fees set forth on the Schedules, which shall be determined and invoiced by Provider in accordance with the rates and pricing set forth thereon ("Fees"). Customer shall reimburse Provider for all reasonable, documented travel, meals, lodging and other out-of-pocket expenses pre-approved in writing by Customer incurred by Provider in connection with providing Services described in the Schedule.

7.2 Taxes. As between Customer and Provider, Customer agrees to pay all taxes, including sales, use, excise, purchase, goods and/or services, value-added and other taxes levied against, imposed upon or otherwise arising in connection with the provision of the Services, and/or any other goods and/or services or their use as contemplated hereunder, exclusive, however, of taxes based on Provider's income, personnel, supplies, and other costs of operations, which taxes shall be paid by Provider.

7.3 Invoices and Payment Terms. Unless otherwise expressly set forth on a Schedule, Provider shall invoice Customer for all Fees in advance and each applicable invoice, shall be payable within 30 days of receipt. Customer may not withhold payments for disputed amounts.

7.4 Certification. Upon written request by either Party for certification and status of this Agreement, and subject to not more than one request per calendar year during the Term of this Agreement, the receiving party shall respond within 14 days and provide written certification to the Requesting Party, certifying as to whether the Requesting Party is complying with the terms and conditions set forth in this Agreement (including, but not limited to, the use restrictions set forth herein).

8. Customer Data.

8.1 Scope. "Customer Data" means any and all information, data, materials, works, expressions or other content that is uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of Customer or any Authorized User for

Processing by or through the Hosted Services, including any such materials received by Customer or any Authorized User from a third-party and regardless of whether owned by Customer, any Authorized User, or third-party. Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that certain non-Customer Data outputs and deliverables provided to Customer via the Hosted Services ("Outputs") are derived from publicly available data sets and as between Customer and Provider, the sole and exclusive property of Provider. Any analysis, presentation, report, or other work delivered by Provider using Customer Data under this Agreement (collectively, "Work"), shall be the sole and exclusive property of Provider, but nothing herein shall be interpreted to give Provider any ownership of Customer Data (only the analysis, presentation, report, and other work). Provider hereby grants to Customer a royalty-free, perpetual license to use for internal purposes the Work, including Provider's intellectual property as incorporated into the Work. Upon termination of the Agreement and/or any Service Order by Customer for cause, Provider shall refund any amounts Customer may have previously paid for services by pro-rating the work performed and returning any unused funds to Customer.

8.2 Ownership of Customer Data. Subject to the uses authorized by Customer hereunder or pursuant to any Schedule, as between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all intellectual property and other rights relating thereto, and all Customer Data is and will be deemed and remain the Confidential Information of Customer. Subject to the terms and conditions of this Agreement, Customer hereby grants Provider a limited, royalty-free, fully-paid up, non-exclusive, non-transferable and non-sub-licensable license to Process Customer Data solely as necessary to provide the Services for Customer's benefit as provided in this Agreement. Except for the limited license expressly provided in this Section 8.2, nothing contained in this Agreement shall be construed as granting Provider or any third party any right, title, or interest in or to any Customer Data whether by implication, estoppel or otherwise.

9. Confidentiality; Information Security Requirements.

9.1 Non-Disclosure. Each party agrees to regard and preserve as confidential all information related to the business and activities of the other party, which may be obtained by such party from any source or may be developed as a result of this Agreement, including financial and business information, strategy, trade secrets, know-how, technical information, specifications, software screen layout formats or reports, past, present and future operations, partner, client, trader and supplier identities, and other non-public information, whether tangible, intangible, visual, electronic or otherwise, together with notes, analysis, compilations, studies and/or other documents prepared by a party, its directors, officers, employees, agents and representatives based upon, containing or otherwise reflecting such information ("Confidential Information"). The parties acknowledge and agree that (a) any and all Customer Data and the Specifications shall be deemed Confidential Information of Customer; and (b) the Hosted Services and Documentation shall be deemed Confidential Information of Provider. Each party agrees to hold the Confidential Information of the other in trust and confidence and shall not disclose such information to any person, firm or enterprise, or use (directly or indirectly) any such information for its own benefit or the benefit of any other party. Even when disclosure is permitted, each party agrees to limit access to and disclosure of the other party's Confidential Information to its employees and Subcontractors on a "need to know" basis only. Notwithstanding the foregoing, either party may disclose the other party's Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, that the disclosing party shall provide prompt notice of the same prior to such required disclosure such that the other party may seek a protective order or other appropriate remedy to safeguard, restrict and/or limit the disclosure of such Confidential Information. Customer further agrees and acknowledges to maintain the Software intellectual property including but not limited to the diagrams, screen layouts, and software screen designs and architecture confidential and shall not disclose same to third parties, except for Customer's authorized agents. Customer shall not

conduct any presentations or demonstrations to outside third parties depicting any of the functions of Provider's Software, without first obtaining Provider's written permission.

9.2 Exclusions. Information shall not be considered "Confidential Information" hereunder, but only to the extent that, such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving party, (b) is or was rightfully acquired by the receiving party from an independent third party without restriction or obligation of confidentiality and without breach of any agreement or obligation or (c) if the receiving party is able to conclusively prove such information is or was independently developed by the receiving party without use of or reference to Confidential Information of the other party.

9.3 Recipients and Equitable Relief. Each party shall, in advance, by agreement, instruction or otherwise, ensure that each individual who obtains or is in a position to obtain Confidential Information of the other party, understands and has agreed to comply with the obligations in this Agreement. Further, in the event of a breach or threatened breach of either party's obligations, the other party will suffer immediate and irreparable harm for which money damages may be difficult to calculate and/or provide inadequate compensation. Accordingly, either party will be entitled to an injunction, restraining order or other equitable relief to enforce compliance with the provisions of this Agreement; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

9.4 Information Security Requirements. Provider will implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Hosted Services and related data. Provider agrees to comply (and shall ensure that any and all of its personnel, employees, agents, contractors, Subcontractors and/or representatives comply) with any and all applicable laws, rules, regulation and directives of any applicable jurisdiction and any applicable court order or settlement agreement, including, without limitation, privacy and data security statutes and regulations promulgated and in effect under such statutes and all applicable privacy and data security standards and generally accepted industry standards.

10. Representations, Warranties and Covenants. Provider represents, warrants and covenants that: (a) it has the full right, power and authority to enter into and perform the acts required of it under this Agreement; (b) this Agreement constitutes the legal, valid and binding obligation of Provider when executed and delivered; (c) it shall comply with all applicable federal, state and local laws, rules and regulations in performing its obligations under this Agreement; (d) it has obtained or shall obtain and maintain all rights, licenses, consents and authorizations necessary to perform its obligations and adhere to the all of the terms and conditions set forth in this Agreement; (e) the Provider personnel and all Subcontractors have the proper skill, training and background necessary to accomplish their assigned tasks, and all Services to be rendered under this Agreement shall be performed in a competent and professional and workmanlike manner, by fully qualified personnel; (f) the Services, Hosted Services, Service Software, Provider Systems, Documentation, and any and all other products, services, documents, data, software and materials provided by or through Provider hereunder (collectively, "Provider Materials"), and Customer's, and their Authorized Users' access to and use thereof, do not and shall not violate any applicable laws, rules or regulations, and will operate in compliance with the Texas Property Code and Texas Property Tax Code; (g) the Services and all other materials provided by Provider under this Agreement will not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party; and (h) the Provider Materials do not and shall not contain and shall be entirely free of any program routine, device, code or instructions or other undisclosed feature, including any time bomb, virus, software lock, worm, self- destruction, drop-device, malicious logic, worm, Trojan horse, trap door, "disabling", "lock out", "metering" device or any malicious code that (i) is capable of accessing, modifying, deleting, damaging, disabling, corrupting, deactivating,

interfering with, or otherwise harming the Provider Materials or any Customer's Systems and/or (ii) could impair Customer's, its affiliates', and their Authorized Users' access to or use of the applicable Provider Materials. PROVIDER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE SCHEDULE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS SET FORTH HEREIN, SPINDLEMEDIA, INC DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE SCHEDULE, PROVIDER HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE SERVICES SOFTWARE.

11. INDEMNIFICATION.

11.1 INDEMNIFICATION OBLIGATIONS AND PROCEDURES. PROVIDER WARRANTS CUSTOMER HAS THE RIGHT TO USE THE SERVICES AND WILL INDEMNIFY AND HOLD CUSTOMER AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSOR AND ASSIGNS HARMLESS FROM ALL LOSS, COST, LIABILITY, AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM THE SERVICES USED WITHIN THE SCOPE OF THIS AGREEMENT INFRINGES ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. SHOULD ANY OF THE SERVICES HEREIN BECOME OR IN PROVIDER'S OPINION BE LIKELY TO BECOME SUBJECT TO SUCH CLAIM, CUSTOMER WILL PERMIT PROVIDER, AT PROVIDERS OPTION AND EXPENSE TO (I) PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE TO USE SUCH SERVICES, OR (II) MODIFY THE SERVICES SO THAT THE SERVICES BECOME NONINFRINGING.

12. LIMITATION OF LIABILITY.

12.1 LIMITATION OF LIABILITY. EXCLUSION OF DAMAGES. SUBJECT TO SECTION 12.3, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 CAP ON MONETARY LIABILITY. SUBJECT TO SECTION 12.3, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Exceptions to Limitations. The exclusions and limitations in Section 12.1 and Section 12.2 shall not apply to: (a) Either party's failure to comply with its confidentiality obligations herein (Confidentiality; Information Security Requirements); (b) arising from or relating to a party's violation of law; (c) losses arising out of or relating to a party's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts; and (d) (losses to the extent covered by a party's insurance.

13. Miscellaneous.

13.1 Inspection and Audit. Customer has the right during regular business hours, upon not less than five (5) days prior written notice to

Provider, to inspect and audit all books and records and all other papers and files of Provider relating to Provider's obligations hereunder, including those related to the Availability Requirement or usage of the API for purposes of determining Fees pursuant to Schedule B.

13.2 Assignment. Neither party may assign, transfer, convey or subcontract this Agreement, or any rights or obligations hereunder, to any other party without the other party's prior written consent and any attempt to do so shall be null and void ab initio. Notwithstanding the foregoing, either party may assign its obligations under this Agreement as part of the sale of all or substantially all of its assets or as part of a merger, sale or other corporate transaction. This Agreement will be binding upon, and enforceable by, and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.3 Relationship of Parties. Each party is an independent contractor and each party's personnel are not employees or agents of the other party for federal, state, local or other tax purposes or any other purposes whatsoever. Personnel of one party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other party in any manner whatsoever. Nothing in this Agreement will be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, nor constitute one party an agent of the other party.

13.4 Notices. All notices and other communications required or permitted under this Agreement must be in writing and delivered personally, mailed via first class mail, postage prepaid, via an internationally recognized overnight courier, or via email (with confirmation of receipt) to the applicable party at the addresses set forth on the first page of this Agreement, unless, by notice, a party changes or supplements the addressee and addresses for giving notice. All notices will be deemed given on the date personally delivered or when placed in the mail as specified.

13.5 Governing Law. This Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of Texas applicable to contracts wholly made and to be performed within the State of Texas. The parties hereby stipulate to the non-exclusive jurisdiction and venue of the courts of competent jurisdiction of Brazoria County, Texas for any matter related to this Agreement.

13.6 Amendment; Waiver; Severability. No amendment (including pursuant to a Schedule), modification, waiver or discharge of any provision of this Agreement will be valid unless made in writing and signed by an authorized representative of the party against whom enforcement is sought. No failure or delay by either party to exercise any right or enforce any obligation will impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both parties. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will be unimpaired and remain in full force and effect.

13.7 Survival. Any provision of this Agreement which, either by its terms or to give effect to its meaning, shall survive the cancellation, expiration or termination of this Agreement.

13.8 Entire Agreement. This Agreement and Purchase Order, together with the Schedules which are incorporated herein by this reference, constitutes the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. All such other terms and conditions have no force and effect and are deemed rejected by Customer and the Authorized User, even if access to or use of such Service, Documentation and/or other Provider Materials requires affirmative acceptance of such terms and conditions. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13.9 Insurance.

(a) Provider shall during the Term maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of Customer, its officers, contractors, agents and employees (collectively referred to as "Customer") insuring against all claims,

demands or actions relating to the work and services provided by Provider pursuant to this Agreement with a minimum combined single limit of not less than \$1 Million per occurrence, \$3 Million in the aggregate, for injury to persons (including death); \$1 Million in property damage claim; and \$1 Million aggregate for products and completed operations coverage.

This policy shall be primary to any policy or policies carried by or available to Customer; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Provider, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1 Million combined single limit for bodily injury, death and property damage; \$3 Million maximum for bodily injury or death; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Provider's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) a cybersecurity policy with limits not less than \$2,000,000 per occurrence or claim for the duration of the agreement

(b) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to Customer in a reasonable time after execution of contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

BRAZORIA COUNTY

By:



07/13/2022

Name: L.M. "Matt" Sebesta, Jr.

Title: Brazoria County Judge

SPINDLEMEDIA, INC.

By:



Name: Steven Johnson

Title: Chief Executive Officer

6/16/2022

SCHEDULE A

Service Orders

Service Order 1

This Service Order 1 to the Subscription Agreement (the "Agreement") is made and entered into effective this August 1, 2022, by and between Spindlemedia, Inc a Texas corporation ("Provider") and Brazoria County ("Customer") pursuant to the terms of the Agreement. Capitalized terms used but undefined in this Service Order shall have the meanings assigned to them in the Agreement.

1. Summary: Tax Collection Software Services

Ongoing Costs*	
Hosted Services	Tax Office 4 Collection Software
Provider services ongoing fees:	\$250,000.00 annually and the one-time costs payments until paid in full
Provider services ongoing fees for Additional Optional Modules	N/A
Support tickets per year	100
Ongoing Cost Payment Schedule	
25% of service fee (\$62,500) due October 1, 2022. Balance (\$187,500) due upon go-live date. For subsequent years, full-service fee due October 1 of each year.	
One-Time Costs	
Data Migration	Number of years to be converted: All
Cost	\$100,000
Implementation and On-Boarding	
Online training access	Unlimited
Cost (including travel)	\$50,000
One-Time Cost Payment Schedule	
Payment 1 – Due upon go-live	\$50,000 – 1/3 rd of one-time costs
Payment 2 – Due 10/1/2023	\$50,000 – 1/3 rd of one-time costs
Payment 3 – Due 10/1/2024	\$50,000 – 1/3 rd of one-time costs

2. Description of Hosted Services:

- A. Tax Office 4
Comprehensive computer-aided Tax Collection software. This includes:

Tax Collection Module

Calculation, billing and collection of property taxes.

SIT Module

Calculation, billing and collection of Special Inventory Taxes.

Accounting Modules

SMIGL (General Ledger), BankRec (Bank Reconciliation) and ACH Export. Double entry accounting suite fully integrated with the different Spindlemedia modules.

Tax Payer Portal

Public facing website for taxpayers to view and pay their accounts

Interfaces

AD Import, third party credit card processing, mortgage data file import/export, PID Loader

TNT Module

Module to assist in creating and calculating Truth-In-Taxation worksheets

3. Number of Hosted Services Authorized Users (if applicable): Unlimited Customer users.
4. Term. Primary Term commences on go-live for one year with subsequent and recurring one (1) year automatic-renewal terms to commence upon the termination of the Primary Term (subject to rights of termination in the Agreement).
5. Services Fees (provider service ongoing fees and cloud-service ongoing fees):
 - A. Fees as specified in Schedule A summary.
 - B. Payment Terms: Service Fees will be paid yearly in advance by Customer. Provider may increase subscription price upon renewal of the Term; provided, however, such price shall not increase by more than 5% per year. Subscription price will be locked for the first 3 years.
6. Customer Requirements.
 - A. Customer will ensure their computing environment conforms to the Customer Environment Requirements as indicated in this Schedule A.
 - B. Customer will implement procedures sufficient to satisfy its obligations for security under the Agreement, including appropriate control of its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Hosted Services.
 - C. Acquisition of Data: At the initiation of data migration process as applicable, it may be necessary for Provider to review, inspect or request data in a software system managed or owned by a third-party vendor. It is Customer's responsibility to procure, receive authority and/or obtain such data as requested by Provider. Provider will not be held responsible for any delays in Customer's failure to procure the requested data or receive third party vendor authority for access by Provider.
7. Provider Support.

Provider shall provide technical phone support limited to a number of support tickets per year as specified in Schedule A summary. Support calls for service will be provided during normal business hours, and Provider will make commercially reasonable efforts to respond in a maximum of 4 hours from the time the call was placed. Any support provided in excess of the support ticket limitation will be billed at the then published hourly rate with a one-half hour minimum. Support tickets that arise due to a function not performing its intended purpose in the Provider's software, will be free, not counted towards the Customer support ticket limitation, and handled according to Section 5 (Support and Maintenance) of the Agreement. Additionally, Customer support tickets required for unresolved issues related to previous Customer support tickets will be free and not counted towards the Customer support ticket limitation.
8. Other Services, Fees and Payment.
 - A. Data Migration: Provider will migrate data as necessary for the Services Software to operate as intended. The following activities will be scheduled to complete data conversion:
 - i. A pre-conversion meeting between Provider's analyst performing the conversion and Customer's technical staff.
 - ii. A preliminary conversion to be performed prior to the scheduled go-live date.
 - iii. Preliminary data validation by the Customer staff.
 - iv. Final conversion will be performed prior to go-live date and data will be re-validated.
 - B. Training and On-boarding Fees: Training will be provided on-line. In addition, Provider's product specialists will provide onsite training as indicated in Schedule A summary. If the Agreement is terminated by either party during or prior to Beta Period Use, Customer is entitled to a refund of all fees paid in advance for training and onboarding. If the Agreement is terminated during General Availability Use, Provider shall deliver to Customer a true-up schedule, showing the charges for training and onboarding services provided up to the date of termination and charged against any prepaid amounts, along with supporting documentation. Provider will promptly issue Customer a refund to the extent any prepaid amounts exceed the actual charges or Customer will promptly pay Provider to the extent the actual charges exceed any prepaid amounts.

- C. Data Migration Fees: Customer will be billed in arrears for data migration fees as specified in Schedule A summary. Upon termination of the Agreement (regardless of when or what status the Agreement is in), Provider shall deliver to Customer a true-up schedule, showing the charges for work performed up to the date of termination and charged against any prepaid amounts, along with supporting documentation. Provider will promptly issue Customer a refund to the extent any prepaid amounts exceed the actual charges or Customer will promptly pay Provider to the extent the actual charges exceed any prepaid amounts.
- D. Expenses. Customer will be billed for all reasonable, documented travel, housing and other out-of-pocket expenses incurred in direct connection with any phase of the product consulting other Services.
- E. Customer may order additional days of direct consultation at the published consultation rate at that time.

9. Customer Environment Requirements.

- A. The Services Software is a web-based application hosted in the Microsoft Azure cloud service.
 - i. Minimum Client System – Desktop built in the last 4 years or better
 - ii. Preferred Browser – Google Chrome or Microsoft Edge
 - iii. Network Requirements - The Hosted Services requires connectivity to the internet of adequate speeds for responsive user experience

IN WITNESS WHEREOF, the parties have executed this Service Order as of the date set forth above.

BRAZORIA COUNTY

SPINDLEMEDIA, INC.

By: 

07/13/2022

By: 

Name: L.M. "Matt" Sebesta, Jr.

Name: Steven Johnson

Title: Brazoria County Judge

Title: Chief Executive Officer

6/16/2022