

STATE OF TEXAS

COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

AGREEMENT FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES

THIS AGREEMENT is made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter "County" and the law firm of LINEBARGER GOGGAN BLAIR & SAMPSON, LLP, hereinafter referred to as "Contractor." This Agreement supersedes and is in the place of any and all prior agreements for tax collection services entered by and between the parties.

SECTION I
SERVICES PROVIDED BY CONTRACTOR

- 1.01 County enters into this Agreement with Contractor to enforce by suit or otherwise the collection of taxes, penalties and interest accrued on those taxes, owing to County and all other taxing jurisdictions whose taxes are collected by Contractor.
- 1.02 Taxes shall become subject to this Agreement upon the following dates, whichever occurs first:
 - (A) On and after February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax pursuant to TEX. TAX CODE §33.42(b);
 - (B) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE §33.42(a);
 - (C) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Contractor is at the request of the County Tax Assessor-Collector pursuant to TEX. TAX CODE §33.22;
 - (D) On the date of filing any claim in bankruptcy where recovery of the tax is sought;
 - (E) In the case of delinquent tangible personal property, on the 60th day after the delinquency date pursuant to TEX. TAX CODE §33.11;
 - (F) In the case of taxes that become delinquent on or after February 1 of a year but not later than May 1 of that year, on and after July 1 of the year in which the taxes become delinquent pursuant to TEX. TAX CODE §33.07; or
 - (G) In the case of taxes that become delinquent on or after June 1, on and after the first day of the first month that begins at least 21 days after the date the notice was sent pursuant to TEX. TAX CODE §33.08.
- 1.03 Contractor shall notify the County Tax Assessor-Collector of any errors, double assessments or other discrepancies coming under its observation during the progress of the work, and shall intervene on behalf of the County in all suits for taxes hereafter filed by any taxing unit on property located within its corporate limits.
- 1.04 The law firm of Linebarger Goggan Blair & Sampson, LLP, as parent company of Appraisal and Collection Technologies, LLC, ("ACT"), a wholly owned subsidiary, has the power to contract on behalf of ACT for all licenses referenced and included in this Agreement. Pursuant to the ACT Hosting Service Agreement, which is attached hereto as Exhibit A and is hereby incorporated herein, Contractor agrees to grant to County a non-exclusive, non-assignable license to the ACT System and County accepts such license, subject to the terms set out in the ACT Hosting Service Agreement and as may be amended. The terms and restrictions of the ACT Hosting Service Agreement set forth the relative responsibilities of the Contractor, ACT and the County.
- 1.05 Contractor shall provide County with the following for the duration of this Agreement:
 - A. the ACT system and services as described in the ACT Hosting Service Agreement which is attached hereto as Exhibit A at no cost to County. The ACT System shall include the software modules and hardware configuration set out in the ACT Hosting Service Agreement, attached as Exhibit A, which sets forth the relative responsibilities of

Contractor and County for any data conversion, installation, consolidations, and the terms and restrictions of the licensing and maintenance agreement.

- B. two (2) full-time employees to work in the County Tax Office at no cost to County;
 - C. when requested by the County Tax Assessor-Collector, one (1) full-time temporary employee to work in the County Tax Office during the current tax collection season. The date of their employment will be directed by the County Tax Assessor-Collector at no cost to County.
- 1.06 County shall allow the County Tax Assessor-Collector to approve all employees provided to the County under this Agreement. Contractor shall remove any employee provided to County under this Agreement immediately upon notice from the County Tax Assessor-Collector and shall replace the removed employee within five (5) business days.

SECTION II CONTRACTOR'S COMPENSATION

- 2.01 County agrees to pay to Contractor as compensation for the services required hereunder as follows:
- A. fifteen percent (15%) of the amount of all 2000 and prior year taxes, penalties and interest subject to the terms of this Agreement as set forth in Section 1.02 above, collected and paid to the County Tax Assessor-Collector during the term of this Agreement; and
 - B. twenty percent (20%) of the amount of all 2001 and subsequent year taxes, penalties and interest subject to the terms of this Agreement as set forth in Section 1.02 above, collected and paid to the County Tax Assessor-Collector during the term of this Agreement.
- 2.02 Compensation to Contractor shall be paid monthly upon the approval of the County Tax Assessor-Collector.

SECTION III TERM AND TERMINATION

- 3.01 This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2030.
- 3.02 This Agreement shall not automatically renew. Any renewal shall be subject to express written agreement of the parties.
- 3.03 County may terminate this Agreement by providing thirty (30) days advance notice of termination in writing to Contractor.
- 3.04 In the event of such termination by County, Contractor shall be entitled to receive and retain all compensation due up to the date of said termination.
- 3.05 Contractor shall be allotted an amount of time not to exceed six (6) months following termination of this Agreement to prosecute all pending lawsuits, judgments and bankruptcy claims filed prior thereto ("Wrap-Up Period").
- 3.06 Upon termination, Contractor shall continue to provide the ACT System and services provided under this Agreement at no cost to County for the period of time allotted in Section 3.05 for the Wrap-Up Period. At the expiration of the Wrap-Up Period, Contractor will continue to provide County the ACT System and services if an agreement with mutually agreed upon terms has been negotiated and entered into between the County and ACT.

SECTION IV
SERVICES PROVIDED BY COUNTY

In those cases where collection of taxes is enforced by suit, County agrees to furnish Contractor the name, identity, and location of necessary parties, together with the legal descriptions of the property on which the taxes are due. Contractor shall, however, advance all charges and expenses on behalf of County, which are incurred in procuring such information. Any recovery of such expenses by County under TEX. TAX CODE §33.48 shall be paid to Contractor within thirty (30) days of collection.

SECTION V
INSURANCE

- 5.01 Prior to commencement of the Services and for the duration of the term of this Agreement, Contractor shall keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department, and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available. Crime insurance shall include coverage for crimes by Contractor employees.
- 5.02 Contractor shall maintain Employee Dishonesty and, when applicable, Inside/Outside Money & Securities coverages for County-owned property in the care, custody and control of the Contractor. Coverage limits shall not be less than \$1,000,000. The policy shall include as loss payee Fort Bend County.
- 5.03 Professional Liability Insurance with limits not less than \$1,000,000.
- 5.04 County shall be named as additional insured to all required coverage with the exception of professional liability. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County.
- 5.05 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

SECTION VI
INTELLECTUAL PROPERTY RIGHTS

- 6.01 County recognizes and acknowledges that Contractor owns all right, title and interest in certain proprietary software that Contractor may utilize in conjunction with performing the services provided in this Agreement. County agrees and hereby grants to Contractor the right to use and incorporate any information provided by County ("County Information") to update the databases in this proprietary software, and notwithstanding that County Information has been or shall be used to update the databases in this proprietary software, County shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that County shall be entitled to obtain a copy of such data that directly relates to County's accounts at any time.
- 6.02 Contractor agrees that it will not share or disclose any specific confidential County Information with any other company, individual, organization or agency, without the prior written consent of the County, except as may be required by law or where such information is otherwise publicly available. Contractor shall have the right to use County Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain County Information. These aggregate statistics are

owned solely by Contractor and will generally be used internally, but may be shared with Contractor's affiliates, partners or other third parties for purposes of improving Contractor's software and services.

SECTION VII COSTS

- 7.01 County and Contractor recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the County, in care of the Contractor, and Contractor will advance the payment of such costs on behalf of County. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, Contractor shall be reimbursed for the advance payment. Alternatively, Contractor may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the County or Contractor from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the County has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.
- 7.02 County acknowledges that Contractor may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with Contractor; however, any charges for such services will be reasonable and consistent with the same services if obtained from a third party. Upon the recovery of such costs, the County shall (a) pay Contractor for any such costs which have been advanced by Contractor or performed by Contractor, and (b) pay any third-party agency or vendor owed for performing such services.

SECTION VIII INDEMNIFICATION

- 8.01 CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD COUNTY HARMLESS FROM EACH AND EVERY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT INCLUDING REASONABLE ATTORNEYS FEES, CAUSED BY OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH THE ACTS AND OMISSIONS OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES PURSUANT TO THIS AGREEMENT.
- 8.02 Contractor shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, no later than the fifteenth day of each month, provide County with a written report on each such matter covered by this paragraph and by Section 8.03 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Contractor in the defense of each matter.
- 8.03 County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, County shall fully cooperate with Contractor in its defense of each such matter.
- 8.04 Contractor's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 8.05 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall nevertheless fully defend

- such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts or omissions of Contractor are not at issue in the matter.
- 8.06 In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by County, County shall have the right to participate in the defense of the matter through separate counsel, such separate counsel shall be paid for by Contractor.
- 8.07 Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to County and shall not involve or require any payments or contributions by County.
- 8.08 In the event of any final judicial determination or award of any matter covered by this section, County shall be responsible to third parties, pro rata, for any negligence determined to have been caused by County. County neither waives nor relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the execution of this Agreement and performance of the covenants contained herein.
- 8.09 Contractor's indemnification shall cover, and Contractor shall indemnify County, in the manner provided for and to the extent described above, in the event County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
- 8.10 The provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.
- 8.11 Contractor shall cause all contractors and consultants who may have a contract to perform services under this Agreement, to agree to indemnify County and to hold County harmless from all claims for bodily injury and property damage that may arise from said sub-contractor or consultant's operations. Such provisions may arise from said sub-contractor or consultant's operations. Such provisions shall be in a form satisfactory to County.
- 8.12 County shall be exempt from, and in no way liable, for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor providing such insurance.

SECTION IX NOTICE

- 9.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the address set forth below.
- 9.02 If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail.
- 9.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to Contractor:

Linebarger Goggan Blair & Sampson, LLP
512 South Seventh Street
Richmond, Texas 77469

B. If to County, notice must be sent to Fort Bend County and Fort Bend County Tax Assessor-Collector:

Fort Bend County
County Judge
401 Jackson Street
Richmond, Texas 77469

Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469

- 9.04 Either party may designate a different address by giving the other party ten (10) days of written notice.

SECTION X PUBLIC CONTACT

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION XI MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any previous contacts and/or agreements between the parties are superseded by this Agreement. If there is a conflict between this Agreement and any previous agreement or contract, the provisions of this Agreement shall prevail. Any oral or written representations or modifications concerning this instrument shall be of no force and effect except a subsequent written modification signed by all parties hereto.

SECTION XII MISCELLANEOUS

- 12.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 12.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 12.03 This Agreement is exempt from competitive bidding pursuant to Chapter 262, TEXAS LOCAL GOVERNMENT CODE.
- 12.04 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office does not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorney's Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 12.05 This Agreement is not assignable, provided however, Contractor may, from time-to-time, obtain co-counsel of subcontract some of the services provided for herein to other law firms or entities. In such cases, Contractor shall retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.
- 12.06 County acknowledges and consents to the representation by Contractor of other taxing entities that may be owed taxes or other claims and be secured by the same property as the County's claim.
- 12.07 Compliance with Texas Government Code Section 2271.002: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

- 12.08 Compliance with Texas Government Code Sections 2252.151-.154: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.
- 12.09 Compliance with Texas Government Code Sections 2276.001-.002: By signature below, Contractor verifies pursuant to Section 2276.002, Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 12.10 Compliance with Texas Government Code Sections 2274.001-.002: By signature below, Contractor verifies it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- 12.11 BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

SECTION XIII
EXECUTION

This Agreement shall not become effective until executed by all parties hereto.

FORT BEND COUNTY, TEXAS


KP George, County Judge

Date

Attest:

Laura Richard, County Clerk

Reviewed by:



Carmen Turner, County Tax Assessor-Collector

11/24/25

Date

CONTRACTOR: LINEBARGER GOGGAN
BLAIR & SAMPSON, LLP



Norman J. Nelson, Capital Partner

11-21-25

Date

Attachment: Exhibit A – Appraisal and Collection Technologies, LLC Hosting Service Agreement

APPROVED AS TO LEGAL FORM:

Bridgette Smith-Lawson, County Attorney

EXHIBIT A

APPRAISAL AND COLLECTION TECHNOLOGIES, L.L.C.

HOSTING SERVICE AGREEMENT

This Hosting Service Agreement (this "**Agreement**") is incorporated by reference into the Agreement for the Collection of Delinquent Ad Valorem Taxes between Linebarger Goggan Blair & Sampson, LLP ("**Firm**") and Fort Bend County ("**Customer**"). By execution of the Agreement for the Collection of Delinquent Ad Valorem Taxes, the Firm, Appraisal and Collection Technologies, L.L.C., a Texas limited liability company ("**ACT**"), and the Customer (each a "**Party**" and collectively, the "**Parties**") agree to the terms of this Agreement.

ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT MAY CONTAIN SEVERAL ATTACHED EXHIBITS, THE PAGES OF WHICH MAY NOT BE NUMBERED.

TABLE OF EXHIBITS

| | |
|------------|---|
| Schedule 1 | Fee Schedule |
| Schedule 2 | Service and Support Level Specification Agreement |
| Schedule 3 | Computer Hardware Refresh |

TERMS AND CONDITIONS

1. Services.

1.1. Customer's Rights to Use the Services. ACT grants Customer a limited non-exclusive, non-transferable, worldwide right and license to access and use the Services for the duration of the Term (as defined herein) solely for the purposes of tax assessment and collection by or on behalf of Customer and/or on behalf of other member jurisdictions. This right is subject to Customer's payment of all required fees described in Exhibit A (the "**Fee Schedule**") attached hereto and incorporated herein and compliance with all of its obligations under this Agreement. The "**Services**" means the services provided by ACT that are described in Schedule 2 attached hereto and incorporated herein. Services may also include the creation and hosting of one or more websites for the benefit of Customer (each, a "**Website**"), provided, however, the term Services specifically excludes any Third Party Applications (as defined herein) that are used or implemented by Customer.

1.2. Service Levels. In providing the Services, ACT shall use commercially reasonable efforts to comply in all material respects with any service levels set forth in Schedule 2 ("**Service Levels**"). ACT shall not be responsible for failing to meet a Service Level to the extent the failure is caused by Customer, a third party, a Third Party Application or a force or cause beyond ACT's reasonable control.

1.3. Third Party Applications. Customer's use of Third Party Applications (defined below) is governed entirely by the terms of Customer's agreement with the relevant third party. Nothing in this Agreement creates any rights or obligations on the part of ACT with respect to any Third Party Applications nor should this Agreement be construed as creating any rights or obligations on the part of any third party providing Third Party Applications with respect to the Services provided by ACT. "**Third Party Applications**" means software products provided by third parties that interoperate with the Services, including, without limitation, payment processing software and services. ACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD PARTY APPLICATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY. FURTHER, ACT IS NOT RESPONSIBLE FOR, AND CUSTOMER RELEASES ACT FROM, ANY DAMAGES RESULTING FROM CUSTOMER'S IMPLEMENTATION OR USE OF THIRD PARTY APPLICATIONS. For any Third Party Application that Customer wants to interoperate with the Services, an Interconnection Security Agreement between the relevant third party and ACT (and ACT's parent, Linebarder Goggan Blair & Sampson, LLP), in form and substance acceptable to ACT and its parent, is an essential component of on-going PCI DSS and SOC compliance efforts by ACT and its parent. Accordingly, (i) for any Third Party Application that Customer wants to interoperate with the Services, Customer will require the relevant third party to enter into an Interconnection Security Agreement with ACT and its parent, and (ii) ACT shall not be obligated to integrate the Services with any Third Party Application unless the owner of such application enters into such an Interconnection Security Agreement and such third party pays the integration fees and annual integration maintenance fees required under such agreement.

1.4. Rights of ACT. ACT shall be free to provide Services for others on an unrestricted basis. ACT may subcontract any portion of the Services without notice, consent or any other restriction and has sole discretion in its use of subcontractors and consultants, including, but not limited to third party server hosting services.

2. Customer Restrictions; Proprietary and other Rights.

2.1. Restrictions. Customer shall not, and shall not permit any third party to: (i) sublicense, resell, lease, transfer or assign to any third party the Services or any associated software owned by ACT ("**ACT Software**") or associated software owned by a third party that is licensed by ACT and provided to Customer by ACT as part of the Services ("**Third Party Software**"); (ii) duplicate, modify or make derivative works of any ACT Software or Third Party Software; or (iii) reverse engineer, decompile, disassemble, or translate any ACT Software or Third Party Software. Customer has no rights to the source code of the ACT Software or Third Party Software. Customer may not access the Services other than as expressly provided by ACT pursuant to this Agreement. Access to the Services shall be limited by Customer to employees, contractors, consultants, representative or agents of Customer that are authorized by Customer to access and use the Services on Customer's behalf ("**Authorized Users**"). Customer shall be solely responsible for any activities that occur under its account with ACT, including the activities of its Authorized Users.

2.2. Data Rights. Customer grants ACT a royalty-free, non-exclusive, non-transferable, worldwide right and license to access and use in any media the data, information, trademarks and content of Customer ("**Customer Data**") to the extent ACT needs the Customer Data to provide the Services, to configure the format and other technical or display requirements of the Services, and to manipulate and display the Customer Data for

processing transactions on behalf of Customer. The Services may be designed to collect transaction, connection and/or performance information for use by ACT ("**Transaction Information**"). All Customer Data and Transaction Information is and shall remain the sole and exclusive property of Customer and shall not be used by ACT for any purpose other than the performance of its obligations and exercise of its rights under this Agreement. Notwithstanding anything to the contrary herein, Customer acknowledges and agrees that certain non-Customer Data outputs and deliverables provided to Customer via the Services ("**Outputs**") are derived from publicly available data sets and are, as between Customer and ACT, the sole and exclusive property of ACT. Any analysis, presentation, report, or other work delivered by ACT using Customer Data under this Agreement (collectively, "**Work**"), shall be the sole and exclusive property of ACT, but nothing herein shall be interpreted to give ACT any ownership of Customer Data (only the analysis, presentation, report, and other work). ACT hereby grants to Customer a royalty-free, perpetual license to use for internal purposes the Work, including ACT's intellectual property as incorporated into the Work. In addition, notwithstanding anything to the contrary, ACT shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, anonymized Customer Data and data derived therefrom), and ACT will be free to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other ACT offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

2.3. Privacy Policy. Customer agrees that ACT and its affiliates may use any information Customer provides to ACT, including but not limited to, the Customer Data and Transaction Information for the purposes of this Agreement and in a manner consistent with ACT's then-current Privacy Policy as set forth at www.acttax.com which may be changed by ACT without notice. Customer agrees, however, that (i) any information provided by Customer to ACT that is generally publicly available, shall not be subject to the ACT privacy policy and (ii) ACT is not responsible for any information that Customer provides to third parties, and that the privacy policies, if any, of such third parties will govern the use and disclosure of such information.

2.4. Acceptable Use. Customer shall comply, and shall cause its Authorized Users to comply, with the then-current Acceptable Use Policy located at www.acttax.com, as it may be modified from time to time, at ACT's sole discretion without notice ("**Use Policy**"). ACT shall notify Customer of any Use Policy violation by Customer and Customer shall cure the violation within one business day of receipt of notice of the violation. If the violation is by an Authorized User and the violation is not cured within this timeframe, Customer shall terminate that user's access to the Service. If Customer fails to terminate the access of any Authorized User that continues to violate the Use Policy, ACT shall have the right to terminate this Agreement. Customer shall comply with all written policies related to the Service that are published or reasonably communicated by ACT and all reasonable written directives provided by ACT with respect to use of the Service that are reasonably designed by ACT to ensure efficient operation of the Service.

2.5. Proprietary Rights. The Services, the ACT Software, the Third Party Software and any trade secrets, know-how, methodologies and processes, copyrights, trademarks, patents, trade secrets, and any other proprietary and intellectual property rights associated with or inherent in the Services, the ACT Software or the Third Party Software are and shall remain the sole and exclusive property of ACT and its third party licensors and shall not be used by Customer for any purpose other than the performance of its obligations and exercise of its rights under this Agreement. All content on any Website(s) created and hosted by ACT for the benefit of Customer shall remain the sole and exclusive property of Customer.

3. Relationship Management. ACT and Customer shall each designate a representative (a "**Relationship Manager**") for this Agreement. Each Party shall have the right to change its Relationship Manager or designate an alternate by providing written notice to the other Party.

4. Fees, Payment, Taxes.

4.1. Fees. Customer shall pay ACT the Fees set forth in Schedule 1.

4.2. Payment. Unless this Agreement or an Exhibit to this Agreement specifically provides otherwise, Customer shall pay all Fees within thirty (30) days of the date of invoice at the address specified in Schedule 1. Any Fees not paid when due shall accrue interest at a rate equal to the lesser of (i) one and one half percent (1.5%) of the invoiced amount per month or (ii) the maximum rate allowable under applicable law on all unpaid amounts. If Customer fails to pay any Fees on a timely basis, ACT may suspend Customer's access to the Services until the outstanding payment including any late charges is made in full.

4.3. Expense Reimbursement. Customer will reimburse ACT for all pre-approved out-of-pocket expenses incurred by ACT in rendering the Services, as specified in the applicable Exhibit to this Agreement. Such expenses may include, but shall not be limited to, travel and travel related expenses (including transportation, lodging and meals) and costs of any tangible material acquired by ACT for Customer's benefit.

4.4. Taxes. Customer shall be liable for, and shall reimburse ACT for, all sales, use, transfer, privilege, excise, service, telecommunication, all other taxes and all duties and regulatory fees related to this Agreement, whether foreign, federal, state or local, however designated (including any interest and penalties imposed thereon), other than taxes based on the net income of ACT.

5. Confidentiality.

5.1. Non-Disclosure Obligations. Except as is specifically required or permitted by this Agreement, neither Party shall, without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other Party's Confidential Information during the Term and for three (3) years after any end to the Term; and (ii) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after the end of the Term). The Parties agree that, during the Term and thereafter, each Party will hold Confidential Information and Trade Secrets in a fiduciary capacity for the benefit of the other Party and shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information or Trade Secrets of the other Party to any third party, or (b) utilize Confidential Information or Trade Secrets for any purpose, except as expressly contemplated by this Agreement or authorized in writing by the other Party. Each Party will limit the disclosure of the other Party's Confidential Information and Trade Secrets to employees, contractors or agents with a need-to-know, shall notify its employees, contractors and agents of their confidentiality obligations with respect to Confidential Information and Trade Secrets and shall require its respective employees, contractors and agents to comply with these obligations. Each Party shall be liable for any breach by any employee, contractor or agent of the confidentiality obligations contained herein.

5.2. Trade Secrets. For purposes of this Agreement the following terms shall have the following meanings: "**Trade Secrets**" shall mean information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Parties stipulate that the Services and the ACT Software and the Third Party Software and all intellectual property rights associated with those items shall constitute Trade Secrets of ACT and its licensors.

5.3. Confidential Information. "**Confidential Information**" shall mean, with respect to a Party, all valuable, proprietary and confidential information belonging to or pertaining to the Party that does not constitute a Trade Secret of the Party and that is not generally known by or available to the Party's competitors but is generally known only to the Party and those of its employees, contractors, clients or agents to whom such information must be confided for internal business purposes. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing Party; (b) is or becomes generally known to the public without violation of this Agreement; or (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality.

5.4. Required Disclosure. Notwithstanding the foregoing, either Party may disclose Confidential Information or Trade Secrets of the other Party in judicial or other government proceedings to the extent that the Party is legally compelled to do so, provided that the Party has notified the other Party in writing at least ten (10) days prior to disclosure and shall have used its best efforts to obtain, and shall have afforded the other Party a reasonable opportunity to obtain, an appropriate protective or similar order providing for the confidential treatment of the Confidential Information or Trade Secrets required to be disclosed.

5.5. Injunctive Relief. Each Party acknowledges that any unauthorized disclosure or use of the other Party's Trade Secrets or Confidential Information would be likely to injure the other Party irreparably. Each Party acknowledges that its misuse or unauthorized disclosure of the other Party's Confidential Information or Trade Secrets shall entitle the other Party to injunctive or other equitable relief.

6. Representations and Warranties.

6.1. ACT Representations and Warranties. ACT represents and warrants to Customer that: (i) it will provide the Services in a manner consistent with reasonably applicable general industry standards; (ii) in providing the Services, it shall comply with all applicable Federal, state and local laws and regulations ("Laws") and shall obtain all required permits and licenses; and (iii) will update the ACT Software and the Service as necessary to comply with changes mandated by legislative changes to the State of Texas Property Tax Code and administrative directives issued by the Property Tax Division of the Comptroller's Office for the State of Texas.

6.2. Customer Representations and Warranties. Customer represents and warrants to ACT that: (i) the Customer Data does not and shall not infringe on or violate any third party's intellectual property or other proprietary rights; (ii) Customer owns the Customer Data or otherwise has the right to place the Customer Data on the ACT's infrastructure in connection with the Services and to view and access the Customer Data through the Services; (iii) Customer owns the content placed on any Website(s) created and hosted by ACT under this Agreement, or otherwise has the right to place such content of the Website(s) in connection with the Services; (iv) no further approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement; and (v) in connection with its use of the Services, it shall comply with all Laws and shall obtain all applicable permits and licenses. If Customer intends to use the Services, including the ACT Software and Third Party Software, to assess and collect taxes on behalf of other member jurisdictions, Customer further represents and warrants that: (x) it has all rights necessary to enter into this Agreement on behalf of, and for the benefit of, each such member jurisdiction and to fulfill Customer's obligations hereunder; and (y) it will use its best efforts to ensure that no such member jurisdiction will violate any of the terms of this Agreement.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY OF NON-INFRINGEMENT. ACT DOES NOT WARRANT THAT: (a) THE SERVICES AND ANY RELATED SOFTWARE WILL OPERATE UNINTERRUPTED OR ARE FREE FROM ERRORS; (b) SERVICE OR SOFTWARE ERRORS CAN BE CORRECTED; OR (c) THE APPLICATIONS CONTAINED IN THE SERVICES OR SOFTWARE ARE DESIGNED TO MEET ALL OF CUSTOMER'S BUSINESS REQUIREMENTS.

6.4. Internet Delays. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ACT IS NOT RESPONSIBLE FOR, AND CUSTOMER RELEASES ACT FROM, ANY DELAYS, DELIVERY FAILURES OR DAMAGES RESULTING FROM SUCH PROBLEMS.

7. Indemnification.

7.1. ACT Indemnity. Subject to Section 8, ACT shall indemnify and hold harmless Customer and any affiliated entities and their respective officers, directors, partners, employees, shareholders and agents against any damages awarded against the Customer by a court of competent jurisdiction in connection with a final judgment or ruling that the Customers use of, or access to, the Services infringes a United States patent, copyright or trademark of the third party that is registered as of the date ACT provides Customer with the Services, provided, that: (a) Customer gives ACT prompt notification in writing of any such infringement claim specifying in reasonable detail the nature and all material aspects of the claim and reasonable assistance, at ACT's expense, in the defense of such infringement claim; and (b) ACT has the sole authority to defend or settle such infringement claim.

7.2. Indemnification Limitations. ACT shall have no obligation for any infringement claim arising out of or relating to: (a) use of the Services other than in accordance with the terms of this Agreement; (b) any Third Party Software associated with the Service; (c) and Third Party Application; or (d) use of the Services in combination with any other hardware, software or other materials where absent such combination, the Services would not be the subject of the infringement claim.

7.3. Effect of Infringement Claim. If an infringement claim is asserted or, in ACT's reasonable belief, is likely to be asserted, (a) ACT may require Customer to discontinue use of the Services immediately and Customer shall comply with such requirement; and (b) ACT will, at its sole option, either (i) procure for Customer the right to use and exercise its rights with respect to the Services as provided in this Agreement; (ii) replace the Services with other non-infringing services or modify the Services to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined

by ACT in its sole discretion, terminate this Agreement, in whole or in part, and pay to Licensee any prepaid Fees paid by Licensee for the infringing Services that are not provided due to the early termination.

7.4. Exclusive Remedy. THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF ACT AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

7.5 Customer Indemnity. If Customer intends to use the Services, including the ACT Software and Third Party Software, to assess and collect taxes on behalf of other member jurisdictions, Customer agrees that: (i) ACT has no obligation or liability to any such member jurisdiction under this Agreement; (ii) Customer shall be responsible for any act or omission by any such member jurisdiction that constitutes a breach of this Agreement; and (iii) only Customer (and not any member jurisdiction) may bring a claim against ACT, any affiliated entities or their respective officers, directors, partners, employees, shareholders and agents (collectively, "ACT Parties") under this Agreement, including any claims arising out of or related to the Services, the ACT Software or any Third Party Software. Customer shall indemnify and hold harmless all ACT Parties from and against any damages or losses that are incurred by any ACT Party that arise out of, relate to, or are based on: (x) any acts or omissions of any member jurisdiction that constitute a breach of this Agreement; or (y) any claim brought by any member jurisdiction against any ACT Party based on this Agreement or the provision or use of the Services, the ACT Software or any Third Party Software.

8. Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM BREACHES OF SECTION 5, ACT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUE, OR COMPUTER FAILURE. ACT SHALL NOT BE LIABLE TO CUSTOMER FOR; (I) LOST DATA OR LOST REVENUES (INCLUDING REVENUES FOR MEMBER JURISDICTIONS FOR WHOM CUSTOMER ASSESSES AND COLLECTS TAXES); OR (II) FAILURE TO REALIZE EXPECTED SAVINGS RESULTING FROM THE USE OF THE SERVICES, EVEN IF ACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. IN ANY CASE, ACT'S ENTIRE AGGREGATE LIABILITY UNDER ANY PROVISION OF THIS HOSTING AGREEMENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER TO ACT UNDER THE TERMS OF THE HOSTING AGREEMENT EXHIBIT A DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

9. Dispute Resolution.

9.1. Injunctive Relief. A material breach of Sections 2.1, 2.4 or 2.5 by Customer would irreparably harm ACT and, accordingly, Customer agrees that in the event of such a breach ACT shall be entitled to apply to a court of appropriate jurisdiction for injunctive relief, specific performance and/or, as the case may be, other interim measures, without the posting of any bond, to prevent or stop harm, including, but not limited to, harm relating to, trademarks, copyrights, patent rights, know-how, trade secrets or other intellectual property rights. These rights to injunctive relief are in addition to those rights specified in Section 5.5.

9.2. Arbitration. Except with respect to equitable remedies and disputes related to the sections identified in Section 9.1, the Parties agree that any dispute, claim or controversy relating in any way to this Agreement shall be fully and finally settled by binding arbitration in Austin, Texas in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, as modified herein. The arbitration panel shall include only persons with experience in information technology or computer software licensing or implementation matters. Each Party shall choose one arbitrator, and the two arbitrators so selected shall choose the third arbitrator. Determinations of the arbitrators will be final and binding upon the Parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed Confidential Information, and shall not be disclosed by any Party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not limited to the interpretation and validity of this Agreement, the rights and obligations of the Parties, the mode of performance and the remedies and consequences of the breach of the Agreement.

10. Term and Termination.

10.1. Term. The "Term" shall be the duration of ACT's obligation to provide Services to Customer. The Term shall run concurrent with the Term for Agreement for the Collection of Delinquent Ad Valorem Taxes between the Firm and the Customer.

10.2. Reserved.

10.3. Termination.

10.3.1 Termination by ACT. In addition to any other rights ACT may have under this Agreement or law, ACT may, at ACT's option, terminate this Agreement as follows: (i) upon Customer's failure to pay any Fees or other amounts it owes ACT under this Agreement; (ii) upon Customer's material breach of any of its other obligations, representations or warranties under this Agreement where the breach is not cured within thirty (30) business days after written notice of the breach is provided to Customer by ACT (provided, that if ACT determines in good faith that a breach by Customer is incurable, then the termination of the Term shall be effective immediately upon notice without a cure period); or (iii) immediately upon Customer's ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors.

10.3.2 Termination by Customer Customer may, at Customer's option, terminate this Agreement as follows: (i) for convenience during the Initial Term of the Agreement upon ninety (90) days written notice; (ii) upon ACT's material breach of any of its other obligations, representations or warranties under this Agreement, where the breach is not cured within thirty (30) business days after written notice of the breach is provided to ACT by Customer; and (iii) immediately upon ACT ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) calendar days or making an assignment for the benefit of its creditors. For convenience herein, "Termination" shall include any termination pursuant to this provision and the provisions of the Agreement for the Collection of Delinquent Ad Valorem Taxes, including its termination provision.

10.3.3 Migration Period. Subject to Section 10.3.4, upon the termination or expiration of the Term (other than for violation by Customer of Section 2.1, 2.4, 2.5 or 5.), Customer shall have the right, upon providing written notice to ACT, to receive Services from ACT for up to six (6) months after the termination date (the "**Migration Period**").

10.3.4 Effect of Termination; Customer Data. Upon the expiration or termination of the Term and after receipt of all amounts due from Customer, ACT shall return to Customer all Customer Data; provided that ACT may retain any Customer Data necessary for it to continue to perform under this Agreement pursuant to any Migration Period obligations, which Customer Data will be returned to Customer at the end of the Migration Period. In addition to returning all Customer Data, ACT shall destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data, and shall ensure that if any Customer Data has been provided to a third party, such third party shall similarly destroy any copies and shall permanently delete and destroy all electronic versions of all Customer Data. Notwithstanding the foregoing, ACT shall be entitled to retain and maintain a copy of all Customer Data and Transaction Information (which shall remain subject to Section 5 (Confidentiality)), to comply with any archive policies of ACT, as in effect from time to time, and for the purposes set forth in Section 2.2 of this Agreement.

10.3.5 Effective of Termination; Fees. Upon the expiration or termination of the Term, Customer shall (i) pay ACT all amounts then due and owing to ACT, and (ii) return to ACT all proprietary materials of ACT received under this Agreement. Upon termination or expiration of the Term for any reason, in addition to other amounts payable to ACT, Customer shall pay to ACT (i) all costs associated with ACT's provision of Services during any Migration Period, and (ii) any termination fee that may be payable under the applicable Exhibit to this Agreement.

10.4. Survival. Termination or expiration of the Term does not terminate other provisions of this Agreement that by their terms do not expire on termination or expiration of the Term.

11. Miscellaneous.

11.1. Entire Agreement. This Agreement and the Exhibits referencing this Agreement attached hereto and incorporated herein constitute the entire agreement between Customer and ACT with respect to the subject

matter of the Agreement and supercede all prior oral negotiations and prior written agreements with respect to these matters.

11.2. Independent Contractors. Nothing in this Agreement or in the course of dealing between ACT and Customer shall be deemed to create between ACT and Customer (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship other than an independent contractor relationship.

11.3. Use of Customer Name. ACT shall have the right to identify Customer as a customer of ACT as part of ACT's marketing efforts, including customer lists and naming Customer in press releases.

11.4. Audit Rights. ACT shall have the right during customary business hours, upon reasonable written notice and at ACT's expense, to examine Customer's books and records and use of the Services in order to audit Customer's compliance with this Agreement.

11.5. Waiver; Non-Waiver; Amendment. Failure by either Party to enforce any of the provisions of this Agreement or any rights with respect to it or the failure to exercise any option provided under this Agreement shall in no way be considered to be a waiver of that provision, right or option, or in any way affect the validity of this Agreement. No waiver of any rights under this Agreement, nor any modification or amendment of this Agreement, shall be effective or enforceable, unless it is in writing and signed by each Party.

11.6. Force Majeure. Neither Party to this Agreement, other than for payments due and payable, will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including, without limitation, Acts of God, labor disruption, strikes, lockouts, riots, acts of war, terrorist threat, epidemics, communication line failures, power failures or government action.

11.7. Governing Law. This Agreement shall be governed by the laws of the State of Texas without giving effect to any choice of law principles. The Parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.8. Assignment. Except as provided in this Agreement, Customer may not assign or transfer any of its rights, duties or obligations under this Agreement (whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise) without the prior written consent of ACT and any assignment not in compliance with this Section shall be deemed void. ACT in its sole discretion may assign or transfer any of its rights, duties or obligations under this Agreement.

11.9. Notice. All notices or other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) five (5) calendar days after being deposited in the United States Mail, postage pre-paid, or (c) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, (with written confirmation of receipt) and addressed or sent, as the case may be, to the appropriate addresses set forth on the first page of this Agreement (or to such other addresses as a Party may designate by notice to the other Party). All notices to ACT shall be addressed to the attention of the President with a copy delivered to Linebarger Goggan Blair & Sampson, L.L.P. (the "Firm"), to the attention of the Chief Operating Officer, at P.O. Box 17428, Austin, Texas 78760-7428 (or such other address as ACT or the Firm may designate by notice to the other Party).

11.10. Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated from this Agreement, as the situation may require, and this Agreement shall be enforced and construed as if the provision had been included in this Agreement as modified in scope or applicability or not been included, as the case may be.

11.11. No Third Party Beneficiaries. This Agreement inures to the benefit of ACT and Customer only and no third party shall enjoy the benefits of this Agreement or shall have any rights under it except as is expressly provided in this Agreement.

11.12. Headings. The headings preceding the text of the paragraphs of this Agreement have been inserted solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

11.13. Interpretation; Order of Precedence. In the event of any discrepancy or conflict between the terms of the Agreement and the terms of any Exhibit, the terms of this Agreement shall control. This Agreement and any Exhibit hereto shall prevail over any additional, conflicting, or inconsistent terms or conditions which may appear on any purchase order or other document issued by Customer.

11.14. Export Controls. Customer agrees to comply fully with all relevant export laws and regulations of the United States including but not limited to the U.S. Export Administration Regulations (collectively, "**U.S. Export Controls**").

11.15. Compliance with Tx. Govt. Code §2252.151-.154. In order to comply with Tx. Govt. Code §2252.152, ACT verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

11.16. Compliance with Tx. Govt. Code 2271.002. In order to comply with Tx. Govt. Code 2271.002, ACT verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

11.17. Compliance with Tx. Govt. Code 2276.002. In order to comply with Tx. Govt. Code 2276.002, ACT hereby certifies that it does not boycott energy companies and will not boycott energy companies during the term of the agreement.

11.18. Compliance with Tx. Govt. Code 2274.002. In order to comply with Tx. Govt. Code 2274.002, ACT certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that it will not discriminate during the term of the contract against a firearm entity or firearm trade association.

11.19. Compliance with Tx. Govt. Code 2273.001-.005. ACT hereby certifies that it is not an "abortion provider," nor is it an "affiliate" of abortion provider.

SCHEDULE 1

Fee Schedule

1. Fees

1.01. Fees. Customer shall pay ACT the following fees:

| Fee | Amount |
|--------------------|------------|
| Annual Service Fee | \$ 755,750 |

1.02. The Annual Service Fee (“Annual Service Fee”). The Annual Service Fee is the annual fee for the Services provided under the Agreement and includes other modules in addition to the ACT Tax Collection System (TCS) software. Those modules available at no additional cost include TaxLedge (entity remittance software), Permits (TABC beer and liquor fees), Special Inventory Tracking (SIT), and a taxpayer web portal with electronic payment functionality. Also included in the Annual Service Fee is a one-time computer hardware refresh of equipment identified in Schedule 3; such equipment to be delivered to the Fort Bend County Tax Office or any other location in Richmond, Texas as specified by the Customer.

1.03. Suspension of Annual Service Fee. Notwithstanding the provisions of this Schedule 1, the Annual Service Fee shall be suspended and shall not be due and payable by Customer so long as the Agreement for the Collection of Delinquent Ad Valorem Taxes remains in full force and effect. However, in the event the Agreement for the Collection of Delinquent Ad Valorem Taxes is terminated for any reason whatsoever, Customer may receive the ACT Services for up to six (6) months from date of such termination.

1.04. Additional Fees. Customer shall also pay the following additional fees:

1) a conversion fee at a rate to be negotiated between Customer and ACT for the conversion of any taxing units not presently administered or collected by the Customer, with a minimum conversion fee of \$2,500;

1.05. Fee Adjustment. ACT will increase any recurring fees (e.g. the Annual Service Fee) up to ten percent (10%) each contract year.

2. Customer Responsibilities

2.01. The Customer will pay for local network equipment and local costs necessary to facilitate the Customer's connection to the System, including but not limited to routers, hubs and data transmission lines.

3. Payments

3.01. Payment Due. The initial Annual Service Fee, Processing Fee, and the Conversion Fee will be due and payable in full upon execution of this Agreement. Upon any renewal, the Annual Service Fee, Processing Fee, and the Conversion Fee (as such annual fees may be adjusted) shall be invoiced by ACT and shall be due and payable upon receipt. All other fees shall be invoiced by ACT and shall be due and payable in accordance with the Agreement.

All payments shall be sent to:

ACT, LLC
2915 W Bitters Rd, Suite 400
San Antonio, Texas 78248

User requested system alterations:

4. Modifications

4.01. All requests by Customer for modifications, enhancements or other changes to the ACT System (as defined in the Service and Support Level Specification Agreement attached to the Agreement as Schedule 2 (the "SSLSA")) shall be evaluated by ACT and processed in accordance with the Change Control Procedures set forth at Schedule C of the SSLSA. If the Customer request is approved in accordance with such Change Control Procedures, ACT will determine if the request is billable. If ACT has determined that a request is billable, ACT will notify Customer in advance, in writing, of the determination of cost and the amount. Customer acknowledges that any request determined to be billable will be charged at the following rates:

| <u>Rate Classification</u> | <u>Hourly Rate</u> |
|-----------------------------|--------------------|
| Principal | \$300.00 |
| Project Manager | \$225.00 |
| Senior Analyst | \$200.00 |
| Developer | \$150.00 |
| Quality Assurance / Trainer | \$125.00 |
| Mileage | IRS standard rate |
| Airfare | Actual Airfare |
| Per Diem | Actual Charges |

SCHEDULE 2

Service and Support Level Specification Agreement

(attached)

SCHEDULE 3

COMPUTER HARDWARE REFRESH

ACT shall purchase and cause to be delivered to the Fort Bend County Tax Office or any other location in Richmond, Texas specified by the Customer.

| Area | Quantity | Item | Quote | Price | Total |
|---------------------|----------|--|----------------------|------------|---------------------|
| Hardware - CPU | 100 | Dell OptiPlex (SFF Plus 7020 w/16 GB Memory, 512 SSD, and 5 yr warranty) | Dell 3000188289597.2 | \$1,389.00 | \$138,900.00 |
| | | Total - CPU | | | \$138,900.00 |
| Hardware - Monitors | 121 | Dell Pro Plus Monitor 24 in (5 yr warranty) P2425H | Dell 3000188289597.2 | \$169.00 | \$20,449.00 |
| | | Total - Monitors | | | \$20,449.00 |
| | | CPU/Monitor Subtotal | | | \$159,349.00 |
| | | Shipping | | | \$1,605.00 |
| | | Tax | | | \$13,278.71 |
| | | Total Quote for CPU/Monitors | | | \$174,232.71 |
| Area | Quantity | Item | Quote | Price | Total |
| Printers | 86 | HP LaserJet Pro M4001dn - 5 year warranty | SHI 26054292 | \$580.00 | \$49,880.00 |
| | | Total Printers | | | \$49,880.00 |
| | | Printers Subtotal | | | \$49,880.00 |
| | | Shipping | | | \$2,070.24 |
| | | Tax | | | \$4,285.89 |
| | | Total Quote for Printers | | | \$56,236.13 |
| | | TOTAL SALES TAX FOR PROJECT | | | \$17,564.60 |
| | | TOTAL HARDWARE SHIPPING | | | \$3,675.24 |
| | | TOTAL COST FOR PROJECT | | | \$230,468.84 |

INTERCONNECTION SECURITY AGREEMENT

Between

**Linebarger Goggan Blair & Sampson, LLP
and
Grant Street Group**

In Support of the
Fort Bend County Tax Office



LINEBARGER
ATTORNEYS AT LAW

January 1, 2026

Linebarger Goggan Blair & Sampson, LLP
2915 W. Bitters Rd #400
San Antonio, TX 78248

Grant Street Group
339 Sixth Avenue
Suite 1400
Pittsburgh, PA 15222

INTERCONNECTION SECURITY AGREEMENT

SECTION 1 – INTERCONNECTION STATEMENT OF REQUIREMENTS

This Interconnection Security Agreement (“Agreement”) establishes the terms and conditions under which Linebarger Goggan Blair & Sampson, LLP (“Linebarger”), on behalf of itself and its wholly-owned subsidiary, Appraisal & Collection Technologies, LLC, (“ACT” and together with Linebarger, “Party A”) and Grant Street Group (“Party B” or “Grant Street”) (each a “Party”, collectively the “Parties”) will interconnect their respective systems for data exchange at the request and for the sole purpose of providing their respective services to Fort Bend County Tax Office (“Fort Bend Co.”) while ensuring compliance with applicable security and regulatory requirements, including, but not limited to:

- PCI DSS (Payment Card Industry Data Security Standard)
- SOC 1, SOC 2, and SOC 3 standards for security, availability, processing integrity, confidentiality, and privacy
- Other legal and regulatory requirements

Linebarger, as parent company of ACT, a wholly owned subsidiary, has the power to contract on behalf of ACT for all matters related to this Agreement. All references in this Agreement to Party A shall mean and refer to Linebarger and ACT, collectively.

Definitions:

- PCI DSS – The Payment Card Industry Data Security Standard, governing the security of credit card transactions and cardholder data.
- Cardholder Data (CHD) – Includes Primary Account Number (PAN), cardholder name, expiration date, and service code.
- Sensitive Authentication Data (SAD) – Includes full track data, CVV/CVC codes, and PINs.
- SOC 1 – A report on internal controls over financial reporting (ICFR) to ensure accurate financial transactions.
- SOC 2 – A report focusing on security, availability, processing integrity, confidentiality, and privacy based on the Trust Services Criteria (TSC).
- SOC 3 – A general-use report that summarizes SOC 2 findings without disclosing sensitive details.
- Integration – means the end result of the work performed by both Party A and Party B to interconnect the system of Party B with the System of Party A.
- ACT Integration – means the end result of the work performed by Party A to create the Integration.

SECTION 2 –LICENSE; CONFIDENTIALITY

(a) License Grant. Subject to terms and conditions set forth in this Agreement, including the payment of all fees required herein, Party A hereby grants Party B a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to use the ACT Integration solely for the purpose of interconnecting the system of Party B with the system of Party A.

(b) Use Restrictions. Party B shall not use the ACT Integration for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as expressly set forth in this Agreement, Party B shall not at any time, and shall not permit others to: (i) copy, modify, or create derivative works of the ACT Integration, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the ACT Integration; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the

INTERCONNECTION SECURITY AGREEMENT

ACT Integration, in whole or in part; (iv) remove any proprietary notices from the ACT Integration; (v) use the ACT Integration in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (vi) combine or integrate the ACT Integration with any software, technology, services, or materials not authorized by Party A.

(c) Reservation of Rights. Party A reserves all rights not expressly granted to Party B in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Party B or any third party any intellectual property rights or other right, title, or interest in or to the ACT Integration.

(d) Licensee Responsibilities. Party B is responsible and liable for all uses of the ACT Integration resulting from access provided by Party B, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

(e) Confidential Information. From time to time during the term of this Agreement, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, that is marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date of this Agreement and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(f) Fees. For and in consideration of the ACT Integration license grant by Party A, and the other duties and obligations of Party A set forth in this Agreement, Party B shall pay Party A: (1) a one-time integration fee of zero dollars \$0.00 ("**Integration Fee**") and (2) an annual fee for the maintenance and support of the ACT Integration (the "**Annual Integration Maintenance Fee**"). The initial Annual Integration Maintenance Fee shall be \$18,000.00. Party A shall invoice Party B for the Integration Fee and initial Annual Integration Maintenance Fee upon execution of this Agreement and thereafter for each subsequent Annual Integration Maintenance Fee on or about each anniversary of the date this Agreement. All invoices are due and payable on receipt without offset or deduction. The Annual Integration Maintenance Fee shall increase by eight percent (8%) each contract year. If Party B fails to make any payment within thirty (30) days following receipt of the applicable invoice, in addition to all other remedies that may be available: (i) Party A may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law; (ii) Party B shall reimburse Party A for all reasonable costs incurred by Party A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days following written notice thereof, Party A may prohibit access to the ACT Integration until all past due

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amounts and interest thereon have been paid, without incurring any obligation or liability to Party B or any other person by reason of such prohibition.

SECTION 3 – SYSTEM SECURITY CONSIDERATIONS

a. General Information/Data Description

Consistent with current information protection standards, specifically those outlined within the National Institute of Standards and Technology (NIST) Special Publication 800 series of documents and the Federal Information Processing Standards (FIPS) Publications, Linebarger must ensure the Confidentiality, Availability and Integrity of the information which it processes and the information which it shares with outside organizations. All data must remain on the Linebarger network and not be transferred to remote locations.

b. Scope

This Agreement covers the interconnection of information systems between Party A and Party B, including all data transmissions that may involve:

- The processing, storage, or transmission of Cardholder Data (CHD) and Sensitive Authentication Data (SAD) under PCI DSS.
- The security, availability, confidentiality, and integrity of systems in accordance with SOC 1, SOC 2, and SOC 3 standards.

c. Security and Compliance Obligations

- PCI DSS Compliance
Each Party agrees to:
 - i) Maintain PCI DSS compliance at all times.
 - ii) Implement technical and organizational measures to protect CHD and SAD.
 - iii) Restrict access to SAD, ensuring it is never stored post-authorization.
 - iv) Conduct annual PCI DSS assessments and provide proof of compliance upon request.
- SOC Controls and Considerations
Each Party shall maintain SOC compliance in accordance with the following:
 - 1) SOC 1:
 - a) Ensure that controls impacting financial reporting (ICFR) are documented and tested.
 - 2) SOC 2:
 - a) Implement controls aligned with the Trust Services Criteria for:
 - i) Security: Protection against unauthorized access, breaches, and cyber threats.
 - ii) Availability: Ensuring system uptime and operational resilience.
 - iii) Processing Integrity: Ensuring accurate and reliable system operations.
 - iv) Confidentiality: Protecting sensitive business and customer data.
 - v) Privacy: Ensuring compliance with data protection laws and policies.
 - 3) SOC 3:
 - a) If applicable, provide a general-use report summarizing SOC 2 compliance for transparency.
- Each Party shall:
 - i) Perform annual SOC audits and provide reports (SOC 1 Type II, SOC 2 Type II) upon request.
 - ii) Notify the other Party of any material findings in SOC reports affecting security, availability, or privacy.
 - iii) Implement remediation measures for any deficiencies identified in SOC assessments.
 - iv) Adhere to data encryption, identity access management (IAM), and security monitoring in line with SOC 2 Security Criteria.

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d. Interconnection Security Controls

- Each Party will:
 - i) Use secure communication channels (e.g., VPN, TLS 1.2 or higher, SFTP) for data exchanges.
 - ii) Maintain an incident response plan in case of a data breach or PCI compliance failure.
 - iii) Limit access to CHD to only those employees with a legitimate business need and proper clearance.
 - iv) Conduct quarterly vulnerability scans and annual penetration testing per PCI DSS and SOC compliance requirements.
 - v) Maintain audit logs for at least one (1) year for all CHD-related activities.

e. Responsibilities

- Each Party agrees to:
 - i) Not conduct or deploy penetration testing tools on other Party's systems or networks to probe for vulnerabilities without prior written consent.
 - i. This allows both Parties to whitelist or approve such activities to prevent countermeasures.
 - ii) Not conduct or deploy performance monitoring tools on other Party's systems or networks to monitor performance or availability without prior written consent.
 - i. This allows both Parties to whitelist or approve such activities to prevent countermeasures.
 - iii) Notify the other Party of any security incidents, data breaches, or suspected compromise without undue delay, but in no case more than seventy-two (72) hours.
 - iv) Cooperate in forensic investigations related to PCI DSS or SOC violations.
 - v) Provide evidence of PCI DSS and SOC compliance (e.g., Attestation of Compliance (AOC), Report on Compliance (ROC), SOC 2 Type II Report) upon request.

f. Termination and Suspension

- Unless earlier terminated in accordance with the terms hereof, this Agreement shall (i) remain in effect for so long as the systems of Party A and Party B are interconnected and (ii) terminate automatically if their mutual client no longer requires the systems of Party A and Party B to interconnect.
- Either party may terminate (or suspend) this Agreement if the other party:
 - i) Fails to maintain PCI DSS or SOC compliance, and does not remediate within 30 days.
 - ii) Experiences a data breach that jeopardizes CHD security.
 - iii) Violates any material provision of this Agreement.

If this Agreement is suspended by either party (rather than terminated), the party suspending the Agreement may lift the suspension once the issue leading to suspension has been cured to its satisfaction.

- This Agreement may be terminated immediately by either Party in the event of a security exception that would necessitate an immediate response.
- The Parties shall review this Agreement each year and update it, as needed, for compliance purposes, including, without limitation, as necessary to maintain PCI DSS or SOC compliance.
- Survival. The following provisions will survive any expiration, termination or suspension of the Agreement: Sections 2.c (Reservation of Rights), 2.e (Confidential Information), this fifth bullet point in section 3.f (Survival), 3.g (Governing Law; Injunctive Relief; Arbitration), 3.h (Indemnification and Limitations on Liability).

g. Governing Law; Injunctive Relief; Arbitration

INTERCONNECTION SECURITY AGREEMENT

- **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.
- **Injunctive Relief.** A material breach of this Agreement by Party B would irreparably harm Party A and, accordingly, Party B agrees that in the event of such a breach Party A shall be entitled to apply to a court of appropriate jurisdiction for injunctive relief, specific performance and/or, as the case may be, other interim measures, without the posting of any bond, to prevent or stop harm, including, but not limited to, harm relating to, trademarks, copyrights, patent rights, know-how, trade secrets or other intellectual property rights.
- **Arbitration.** Except with respect to equitable remedies, the Parties agree that any dispute, claim or controversy relating in any way to this Agreement shall be fully and finally settled by binding arbitration in Austin, Texas in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, as modified herein. The arbitration panel shall include only persons with experience in information technology or computer software licensing or implementation matters. Each Party shall choose one arbitrator, and the two arbitrators so selected shall choose the third arbitrator. Determinations of the arbitrators will be final and binding upon the Parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The existence, subject, evidence, proceedings, and ruling resulting from the arbitration proceedings shall be deemed Confidential Information, and shall not be disclosed by any party, their representatives, or the arbitrators except as ordered by any court of competent jurisdiction or as required to comply with any applicable governmental statute or regulation. The arbitrators shall apply the governing law of this Agreement (without giving effect to its conflict of law principles) to all aspects of the dispute, including but not limited to the interpretation and validity of this Agreement, the rights and obligations of the Parties, the mode of performance and the remedies and consequences of the breach of the Agreement.

h. Indemnification and Limitations on Liability

- **Indemnification.** Party B agrees to indemnify, defend, and hold harmless Party A and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to (a) Party B's breach of this Agreement, (b) Party B's violation of applicable Federal, State or local laws, rules or regulations, (c) Party B's violation of applicable industry standards, (d) Party B's use or misuse of any ACT Integration provided by Party A, (e) the negligent acts or omissions of, or the willful misconduct of, Party B or any of its employees, contractors or authorized agents, or (f) any allegation that Party B's system or data provided by Party B infringes upon, misappropriates, or violates any intellectual property right of a third party. In the event Party A seeks indemnification or defense from Party B under this provision, Party A will promptly notify Party B in writing of the claim(s) brought against Party A for which Party A seeks indemnification or defense. Party A reserves the right, at Party A's option and in Party A's sole discretion, to assume full control of the defense of claims with legal counsel of Party A's choice. Party B may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by Party A or bind Party A in any manner, without Party A's prior written consent. In the event Party A assumes control of the defense of such claim, Party A will not settle any such claim requiring payment from Party B without Party B's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.
- **Limitations of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL PARTY A BE LIABLE TO PARTY B OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF THE

INTERCONNECTION SECURITY AGREEMENT

INTERCONNECTION OF SYSTEMS PURSUANT TO THIS AGREEMENT; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF: (i) THE TOTAL FEES (IF ANY) PAID BY PARTY B TO PARTY A IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURANCE GIVING RISE TO THE CLAIM OR (ii) ONE THOUSAND DOLLARS (\$1,000), EVEN IF PARTY A HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR PARTY A WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM PARTY B MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

Organizational Contacts

The following tables identify the contacts for the groups responsible to support the users and systems identified in this Agreement.

| Name | Title | E-mail | Phone | Time |
|----------------|-----------|-------------------|--------------|-----------|
| Linebarger ITG | Help Desk | helpdesk@lgbs.com | 210-403-8600 | M-F 8 - 5 |
| ACT | Help Desk | ACTHelp@lgbs.com | 210-403=8670 | M-F 7 - 6 |

Table 1, Enterprise Networks

Linebarger Network and Infrastructure and Security Department contact information.

| Name | Title | E-mail | Phone | Time |
|-----------------|---------------------------|--------------------------|--------------|------|
| Allan Johnson | Director - Infrastructure | Allan.Johnson@lgbs.com | 210-403-8600 | Day |
| Karl Lewis | Director – Operations | Karl.Lewis@lgbs.com | 210-403-8600 | Day |
| Beth Pruett | Help Desk Supervisor | Beth.Pruett@lgbs.com | 210-403-8600 | Day |
| LeWayne Ballard | CTO | LeWayne.Ballard@lgbs.com | 210-403-8600 | Day |

Table 2, Enterprise Operations

Linebarger operate and maintain Linebarger’s computer systems. Their representative support contacts are listed below.

| Name | Title | E-mail | Phone | Time |
|-----------------|---------------------------|--------------------------|--------------|------|
| Allan Johnson | Director - Infrastructure | Allan.Johnson@lgbs.com | 210-403-8600 | Day |
| Karl Lewis | Director – Operations | Karl.Lewis@lgbs.com | 210-403-8600 | Day |
| Beth Pruett | Help Desk Supervisor | Beth.Pruett@lgbs.com | 210-403-8600 | Day |
| LeWayne Ballard | CTO | LeWayne.Ballard@lgbs.com | 210-403-8600 | Day |

Table 3, Linebarger Contacts

i. Rules of Behavior

All Parties are expected to protect the data and systems they access related to this interconnection. User communities shall not attempt to cross access boundaries and unauthorized use of the systems and/or their content is strictly prohibited.

j. Formal Security Policy – Party A

Linebarger shall protect data in a manner consistent with the PCI DSS, SOC 1, SOC 2, and SOC 3 requirements. Details of these security requirements can be directly accessed at the following websites:

- ▶ **PCI DSS – Level 1 (Service Provider & Merchant):**
<https://www.pcisecuritystandards.org/standards/pci-dss/>
- ▶ **SOC 1/2/3- <https://www.aicpa-cima.com/resources/landing/system-and-organization-controls-soc-suite-of-services>**

k. Incident Reporting

For Linebarger, the Linebarger Security Department monitors the availability of the security infrastructure as well as receiving incident reports. An incident is defined as an occurrence of an outage or security policy violation. Upon detection of an incident, Linebarger Security analysts will notify Enterprise Networks, and Enterprise Operations. Incident information will be gathered by Linebarger's Security Department and an incident report will be published. *Grant Street* will notify the Linebarger Security Department of any incident within their system which impacts the security of Linebarger's systems. Notification must be provided without undue delay following determination of an incident, but in no case more than seventy-two (72) hours. The notification will include the scope of impact to Linebarger's systems. The notification will also include *Grant Street* procedures to limit future incidents involving Linebarger's provided data.

l. Security Parameters.

Traffic passing between Grant Street and Linebarger must be encrypted with FIPS 140-2 validated equipment using an approved algorithm such as AES.

m. Training and Awareness

No special training is expected for this interconnection.

n. Specific Equipment Restrictions.

No special equipment is expected for this interconnection.

o. Broadband Connectivity

There will be no broadband support to systems involved in this connection.

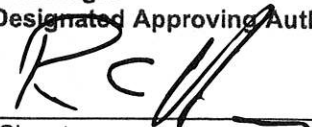

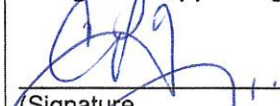
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p. Security Documentation – Party B

Grant Street will provide Linebarger with copies of their connection security policy and procedures.

q. Signatory Authority

Each of the Parties hereto has caused the Agreement to be executed below by its duly authorized representative(s).

| | |
|--|--|
| <p>Linebarger Designated Approving Authority</p> <p style="text-align: center;"> 11/21/2025</p> <p>(Signature Date)</p> <p><u>Rick Haass</u> (Name)</p> <p><u>Chief Operating Officer</u> (Title)</p> <p><u>2915 W. Bitters Rd #400</u> <u>San Antonio, TX, 78248</u></p> | <p>ACT Representative</p> <p style="text-align: center;"> 11/21/2025</p> <p>(Signature Date)</p> <p><u>Adrian Garza</u> (Name)</p> <p><u>President</u> (Title)</p> |
| <p>Grant Street Group Designated Approving Authority</p> <p>_____ (Signature Date)</p> <p>_____ (Name)</p> <p>_____ (Title)</p> | <p>Agreed as to form and to authorize the interconnection to the systems: Fort Bend County Tax Office Designated Approving Authority</p> <p style="text-align: center;"> 11/24/25</p> <p>(Signature Date)</p> <p><u>CARMEN P. TURNER</u> (Name)</p> <p><u>TAX Assessor - Collector</u> (Title)</p> |