Exhibit "B"

# SERVICE AGREEMENT

- 1. DESCRIPTION OF SERVICES.

  Beginning on June 9, 2025, IDS will provide to Marion County Texas the following services (collectively, the "Services"):
  - provide technical support services for the EasyDocs software used by the county for commissioner's court minutes, bail bond posting, foreclosures and other like postings
  - keep software up to date as new releases are developed provide initial on- site training to personnel
  - provide assistance with initial file conversion

#### 2. PAYMENT FOR SERVICES

In exchange for the Services Marion County Texas will pay IDS according to the following schedule: \$4,800 initial payment at order and \$1,200 per year after the first year to be held at such cost for a minimum of five years.

TERM

This Agreement automatically renews June 9, 2025 each year through 2030, with final service terminating June 9, 2030. During the time of the term, service price will not change. Further

service agreements will be offered beyond the five-year term.

## 4. CONFIDENTIALITY

IDS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IDS, or divulge, disclose, or communicate in any manner, any information that is proprietary to Marion County Texas. IDS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

## REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

#### 6. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this

Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

#### 7. SEVERABILITY

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

## 8. AMENDMENT

This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

## GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Texas.

## 10. NOTICE

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

#### 11. ASSIGNMENT

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:

Marion County Texas

By:

The Honorable Kim Wise

County Clerk

Service Provider:

Integrated Data Services

Wilh

Bill Wilder

President