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DATA EXTRACTION AND DISSEMINATION AGREEMENT

DEFINITIONS:

“Digital Content” is CLIENT’S data, images and/or videos as described in ‘Attachment A’

“Extractions” is the labor of events in which digital content is extracted on behalf of CLIENT’S request and is not defined in terms of quantity, dissemination methods or storage devices

“Governing Body” is the governing body that has the authority to exercise governance over an organization or political entity whose authority is to make binding decisions in a given geopolitical system

This document serves as a formal agreement between Navarro County, TX (hereinafter referred to as “CLIENT”) and i3 Bearcat, LLC (NET Data Corporation) (“NET Data”). CLIENT has requested that NET Data extract and deliver CLIENT’S digital content which resides on virtual hosted system to CLIENT. CLIENT understands and agrees that its digital content includes, but is not limited to, regulated data, and shall be disseminated by the requirements set forth in all applicable Federal and/or State laws. CLIENT further agrees to the following:

1. TERMS OF DELIVERY

1.1 DIGITAL CONTENT EXTRACTION AND DISSEMINATION REQUESTS

- 1.1.1 NET Data is not responsible for CLIENT’S digital content from the above-named system, once it has been extracted and/or disseminated to the CLIENT. The CLIENT requests digital content for the content description and departments as stated in ‘Attachment A’.
- 1.1.2 NET Data will provide CLIENT 2 extraction(s) as defined in this agreement’s definitions at the cost of \$⁰ . Digital content extractions and dissemination requests shall not be performed until all monetary funds as described in this agreement have been received by NET Data.
- 1.1.3 The data extract will be provided in a pipe delimited flat file format and may be either single or multiple files. In addition, a file layout will be provided to define the fields within each generic flat file format. ‘Attachment B’ contains a sample of the data extraction file and file layout as described in this section.
- 1.1.4 Images and/or Video extractions will be provided in the format in which they were received and shall include an index file. ‘Attachment C’ contains a sample of the images and/or video file extractions as described in this section.
- 1.1.5 The image and video index file will be provided in flat file format and shall correspond and include page counts of the extracted images and/or videos. ‘Attachment C’ contains a sample of the image and video index file as described in this section.
- 1.1.6 Digital content will be extracted to industry standard external storage devices or disseminated via SFTP to CLIENTS owned SFTP server. If storage devices named in this section are used, they shall be billed to CLIENT or purchased by CLIENT and sent to NET Data.
- 1.1.7 Digital content extracted to storage devices named in section 1.1.6 shall be disseminated to the governing body of the CLIENT.
- 1.1.8 Digital content extracted to storage devices named in section 1.1.6 shall be encrypted, and the encryption key shall be disseminated to the governing body of the CLIENT via email.
- 1.1.9 Digital content extraction and dissemination requests shall be performed within a reasonable time frame so as not to hinder the operational requirements of either party defined in this agreement. Both parties agree that a reasonable time frame includes but is not limited to a minimum of 3 days and a maximum of 14 days from the time all monetary funds within this agreement have been received by NET Data or as mutually agreed upon by both parties.
- 1.1.10 NET Data makes no warranty that the Data results of its use, will meet CLIENT’S or any other person's requirements, achieve any intended result, be compatible or work with any software, system or other services, or be secure, accurate, complete, delivered in real-time, or error free. CLIENT assumes all risks arising out of or associated with access to the data, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application and data. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NET DATA MAKES NO WARRANTY,

EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. NET DATA DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

1.1.11 IN NO EVENT WILL NET DATA BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY CAUSE RELATING TO CLIENT'S ACCESS TO OR USE OF THE DATA

1.2 MISCELLANEOUS DIGITAL CONTENT EXTRACTION AND DISSEMINATION

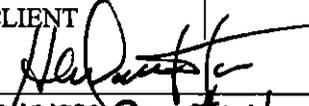
1.2.1 Digital content extraction and dissemination requests other than those defined in section 1.1 of this agreement shall incur charges to be paid by the CLIENT and include but are not limited to file format variations, additional content extraction, other dissemination requests.

1.2.2 A statement of work shall be provided and agreed upon for any miscellaneous digital content extraction and dissemination requests.

2. AUTHORIZATION: All parties agree that this Agreement must be authorized by the governing body of each party to the Agreement.

NET Data:

By: _____
Title: _____
Date: _____

CLIENT

By: _____
Title: Navarro County Judge
Date: 9-28-2020

ATTACHMENT A

1. REQUESTED DIGITAL CONTENT DESCRIPTION:

Election Images and index data

2. REQUESTED DIGITAL CONTENT FOR THE DEPARTMENTS OF:

Election Office

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ATTACHMENT C

1. SAMPLE IMAGE FILE

Name	Size	Type	Changed	Accessed
<input type="checkbox"/> PAAAAA18.001	42KB	001 File	4/24/16 1:38:47 AM	4/24/16 1:38:47 AM
<input type="checkbox"/> PAAAAA18.002	61KB	002 File	4/24/16 1:38:47 AM	4/24/16 1:38:47 AM
<input type="checkbox"/> PAAAAA19.001	23KB	001 File	4/24/16 1:38:47 AM	4/24/16 1:38:47 AM
<input type="checkbox"/> PAAAAA24.JPG	3.57MB	JPEG Image	4/24/16 1:38:48 AM	4/24/16 1:38:48 AM
<input type="checkbox"/> PAAAAA25.JPG	3.54MB	JPEG Image	4/24/16 1:38:48 AM	4/24/16 1:38:48 AM
<input type="checkbox"/> PAAAAA26.JPG	3.61MB	JPEG Image	4/24/16 1:38:49 AM	4/24/16 1:38:48 AM
<input type="checkbox"/> PAAAAA27.JPG	3.49MB	JPEG Image	4/24/16 1:38:49 AM	4/24/16 1:38:49 AM
<input type="checkbox"/> PAAAAA7W.WMA	3.93MB	WMA File	4/24/16 1:39:04 AM	4/24/16 1:39:04 AM
<input type="checkbox"/> PAAAAA7X.PDF	309KB	Adobe Acrobat Docu...	4/24/16 1:39:04 AM	4/24/16 1:39:04 AM

2. SAMPLE IMAGE INDEX FILE

ABCHPD	Sys	System	System	IMG	Image	Image	TOT	DLT
	Cod	Index 1	Index 7	Type	Path	File Name	PGS	Code
CUST1	P	P000070000020140120110300	CASE SUBMISSION FORM	B	/RVI/CUST1/042416	PAAAAA18.001	2	
CUST1	P	P000070000020131129110300	CASE INFORMATION-WITNESSES	B	/RVI/CUST1/042416	PAAAAA19.001	1	
CUST1	P	P000070000020131129111008	CD-4 PHOTOS	C	/RVI/CUST1/042416	PAAAAA24.JPG	1	
CUST1	P	P000070000020131129111008	CD-4 PHOTOS	C	/RVI/CUST1/042416	PAAAAA25.JPG	1	
CUST1	P	P000070000020131129111008	CD-4 PHOTOS	C	/RVI/CUST1/042416	PAAAAA26.JPG	1	
CUST1	P	P000070000020131129111008	CD-4 PHOTOS	C	/RVI/CUST1/042416	PAAAAA27.JPG	1	
CUST1	P	P000500000020140116131647	DVD-AUDIO INTERVIEW WITH DEFEN	O	/RVI/CUST1/042416	PAAAAA7W.WMA	1	
CUST1	P	P000500000020140220132049	CD-1 PHOTO	O	/RVI/CUST1/042416	PAAAAA7X.PDF	1	