



# SERVICE AGREEMENT

This **SERVICE AGREEMENT** is by and between **Madison County Justice Court** having a principal place of business at Canton, Mississippi (Hereinafter "Client") and **Cothorn Computer Systems, Inc.** (hereinafter "Cothorn").

**1. Cothorn SERVICES:** This AGREEMENT applies to any services provided to Client by Cothorn as outlined in the attached Statement of Work, hereafter referred to as Appendix A, making and including Appendix A and all its Components as part of this Agreement.

**2. THIRD PARTY VENDORS:** Equipment, hardware parts, software products, and installation services, whether sourced through Cothorn, or otherwise procured, purchased, or licensed by Client are the sole responsibility of Client and its agreement between its vendor or service provider. Cothorn shall bear no obligation for expense or performance of any product or service, unless expressly stated and outlined in this Service Agreement and its Attachments.

**3. BILLING TERMS:** Charges for services, products, or tools are based on terms outlined in Appendix A of this Agreement.

**4. COPYRIGHT TO Cothorn PROGRAMS AND TOOLS:** Client agrees that Cothorn shall have exclusive copyright to and ownership of any software tools developed by Cothorn. Client shall not disclose, make available, duplicate, or market any Cothorn programs or tools developed or used pursuant to this Agreement, and shall use its best efforts to safeguard against unauthorized disclosure, use, duplication, or marketing of same. Client has exclusive ownership of all existing client application systems, new client applications, modifications, and derivatives developed by Cothorn during the performance of this Statement of Work.

**5. Client** agrees that personnel assigned on this service by Cothorn are employees of Cothorn, and Client shall not employ any Cothorn employee, full or part-time, for a period of one year from the time said employee has been terminated or has resigned from Cothorn.

**6. COMPLETION DATES:** Any delays by Client's staff may result in a corresponding delay in completion dates; however, Cothorn will use all reasonable efforts to complete the project within the time frame outlined in this Agreement. In no event will Cothorn be held responsible for delays caused by Client's failure to make a timely decision, provide material requested by Cothorn in a timely manner, provide qualified personnel to assist when necessary or any other reason that is out of Cothorn's control.

**7. NONDISCLOSURE:** Client shall not disclose or otherwise make available any of said software to other

than the Client or its employees, or contracted personnel who have executed an appropriate nondisclosure agreement with Client, for purposes other than as necessary to Client's use of the software as authorized herein. Client shall use its best efforts to safeguard copies of said software against unauthorized disclosure.

**8. LIABILITY:** Cothorn will not be responsible for any coding changes, additions and/or system logic changes to any of the software by anyone other than Cothorn personnel, nor be held liable for software defects or for any malfunctions in the processing of data due to these changes. Client agrees that the limit of liability of Cothorn hereunder is limited to the amount of fees paid to Cothorn by the Client under this Agreement.

**IN NO EVENT** will Cothorn be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the software.

**9. AUTHORITY:** Client acknowledges that it has read this Agreement and agrees to all terms and conditions stated herein. Cothorn represents and warrants that it has full authority to license the described software and that same do not infringe upon or violate any patent, copyright, or trade secret of any third party.

**10. GOVERNING LAW:** This Agreement and its validity, construction and performance shall be governed by and construed in accordance with the Laws of the *State of Mississippi*.

**11. TERM AND TERMINATION:** The term of this Agreement shall commence on the date first set forth in this Agreement and shall continue in effect until the completion of this project. Client may terminate this agreement with 30 days written notice, and payment in full for all work completed.

**IN WITNESS WHEREOF,** the PARTIES have caused this AGREEMENT to be executed as of the \_\_\_\_\_ day of February, 2019.

**Madison County MS Justice Court**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**Cothorn Computer Systems, Inc.**

Signature \_\_\_\_\_

Print Name **Allen B. Cothorn** Date \_\_\_\_\_

Title **CEO** \_\_\_\_\_

## Appendix A

### Statement of Work for Consulting and Programming Services

|   |   |
|---|---|
| 1. Scope of Agreement                       | Cothern will provide consulting and programming services for enhancement of Madison County (MS) Justice Court Wildlife DR15 application programs.   |
| 2. Services Description                     | <p>Consulting and programming services required for design, development, testing, and implementation of enhancements to Madison County (MS) Justice Court Wildlife DR15 applications:</p> <ol style="list-style-type: none"> <li>1. Enhancements to program RPT013 (Wildlife DR15s) necessary for compile and functional equivalent to Driver's License DR15s.</li> <li>2. Modifications to printer file RPT013PF necessary to print on card with overlay signature equivalent to Driver's License DR15s.</li> <li>3. Develop programs for backup and reprint of Wildlife DR15s.</li> <li>4. Modify process to include Wildlife DR15s in Warrants. <ol style="list-style-type: none"> <li>a. Add date for DR15s for Wildlife to file DR15CF.</li> <li>b. Modify logical files JCTOP5B and JCTOP5E.</li> </ol> </li> </ol> |
| 3. Deliverable                              | Consulting and programming services provided by experienced consultant knowledgeable of the IBM i / DB2 / RPG system and the Madison County IT environment.   |
| 4. Schedule                                 | Project duration is estimated at 1 week starting March 1st, 2019 or before.   |
| 5. Assumptions                              | <ol style="list-style-type: none"> <li>1. Consultant is employee of Cothern Computer Systems, Inc., and is knowledgeable consulting resource experienced with IBM i technical environment.</li> <li>2. Client will provide technical subject matter experts to assist consultants and answer questions as required.</li> </ol>  |
| 6. Fee                                      | <p>This is a time and materials development project.<br/> The hourly rate is \$150 per hour.<br/> The estimated work effort for this project is 10 labor hours.</p>   |
| 7. Travel, Lodging, and Incidental Expenses | <p>Travel is not expected for this engagement.<br/> If travel becomes necessary at Client's request, actual travel and lodging expenses will be billed.</p>   |
| 8. Billing Terms                            | Time and materials consulting hours will be billed monthly and are due when invoiced.   |
| 9. Taxes                                    | In the event applicable sales taxes or use taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Cothern to Client ("Sales Taxes"), Client shall be responsible for paying the Sales or Use Taxes.  |
| 10. Termination                             | Either party may terminate this agreement with a 30-day written notice.   |

# Appendix A

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|            | <b>Cothern Computer Systems, Inc.</b> | <b>Madison County MS Justice Court</b> |
|------------|---------------------------------------|--|
| Signature  |                                       |  |
| Print Name | Allen B. Cothern                      |  |
| Title      | CEO                                   |  |
| Date       |                                       |  |