ORDER: ACCEPT CONTRACT WITH INTERACTIVE DATA LLC AND THIRD CIRCUIT DRUG COURT

Motion was made by Tim Gordon, duly seconded by John Morgan, to accept contract with Interactive Data LLC and Third Circuit Drug Court
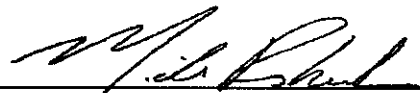
The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan, voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Roberts, declared the motion carried, this the 18th day of January, 2024.

_____
Brent Larson, President
Board of Supervisors

_____
Mike Roberts, Chancery Clerk

PRICING AMENDMENT # 1

This Pricing Amendment #1 (this "**Amendment #1**"), effective <u>1/1/2024</u>, (the "**Amendment #1 Effective Date**"), is to the ID Application and Subscriber Agreement ("**Agreement**") incorporated by reference, by and between Interactive Data, LLC ("**ID**") and <u>Third Circuit Drug Court</u> ("**Subscriber**"), and is entered into as of the date signed by the last party below.

In consideration of the Parties' mutual promises, and other good and valuable consideration, ID and Subscriber desire to amend the Agreement and agree as follows:

- During the Term of the Agreement, Subscriber agrees to pay ID all applicable charges, plus any applicable governmental taxes, duties or other charges, for ID Services as set forth in Attachment A to this Amendment #1, incorporated herein by reference. ID shall invoice Subscriber on a monthly basis and Subscriber shall pay all applicable charges following receipt of the applicable invoice (i.e., due upon receipt). Any unpaid amounts thirty (30) days past due shall accrue interest at a rate of one and one half percent (1.5%) per month until paid. If Subscriber fails to make payment within thirty (30) days of receipt of applicable invoice at any time during the Term, Subscriber will be required to enroll in ID's auto payment program for the remainder of the Term using a valid payment method such as credit card or ACH.

Except as expressly amended herein, all of the terms and conditions of the Agreement, including any previous and/or additional amendments entered into by the Parties, shall continue in full force and effect. All terms not defined herein shall have the meaning ascribed to them in the Agreement. This Amendment #1 may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument, and any of the Parties hereto may execute this Amendment #1 by signing such counterpart in the original, or by electronic transmission (PDF). The Parties have caused this Amendment #1 to be executed by the duly authorized representatives of the Parties hereto.

All of the foregoing is accepted and agreed to by:

SUBSCRIBER: **Interactive Data, LLC:**

Signature:_____   Signature:_____

Print Name:_____   Print Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

Account #: B138183

Attachment A

Subscriber: Third Circuit Drug Court

Effective Date: 1/1/2024

Term: The term shall commence on the Amendment #1 Effective Date and continue in effect for 12 months ("**Initial Term**"). Thereafter, this Amendment #1 shall automatically renew for additional, successive 12-month terms ("**Additional Terms**") unless written notice of intent not to renew is provided by one party to the other at least sixty (60) days prior to the expiration of the then current term (the Initial Term and the Additional Term(s), if any, individually and collectively the "**Term**").

Service: idiCORE – Flat Rate Plan (unlimited users)

Monthly Minimum: $75.00

Monthly Included Transactions: 250

Included Transactions:

- All Searches and Reports (except as excluded below) available in idiCORE as of 12/28/2023. Additional Searches and/or Reports may be added in the future and may not be included in this pricing plan.

Excluded Searches and/or Reports:

- Social Media Search
- Arrest Search (charged per each query, regardless of whether results are available for return)
- Arrest Watch (charged monthly per each data subject monitored, regardless of whether results are available for return)

- Unused monthly transactions do not rollover
- Overage Transactions are charged at 0.30 per Transaction
- Excluded Searches and/or Reports are charged at current list pricing
- No hit, no fee (searches with zero results do not incur charges or count against monthly transactions)

Account #: B138183