

**ADDENDUM
TO MASTER AGREEMENT AND
SCHEDULE NM2016-001.01 FOR
LICENSED SOFTWARE, HARDWARE AND SERVICES
BY TRTA GOV, INC.**

THIS ADDENDUM TO MASTER AGREEMENT AND SCHEDULE FOR LICENSED SOFTWARE HARDWARE AND SERVICES is made and entered into this 20th day of January, 2017 by and between the County of Santa Fe, hereinafter referred to as the "County" or "Customer", and TRTA Gov, Inc., whose principal address is 510 E. Milham Avenue, Portage, Michigan 49002, hereinafter referred to as "TRTA Gov".

WHEREAS, pursuant to a sole source determination by the County, the services by TRTA Gov were procured for TRTA Gov's provision of licensed software, hardware, services and support services to the Santa Fe County Assessor; and

WHEREAS, TRTA Gov has proposed a Master Agreement for Licensed Software, Hardware, and Services and Schedules with license fees, which are acceptable in part but require the removal of certain terms, modifications and addition of other terms; and

WHEREAS, both parties desire to enter into the Master Agreement and Schedule with supplemental and modified terms and conditions.

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the TRTA Gov Master Agreement and Schedules as if fully set forth therein:

I. Addendum to Master Agreement for Licensed Software, Hardware and Services

Page 1 of the Master Agreement (Signature Page), the last sentence of the first paragraph is deleted and replaced with: "The term 'Agreement' means the Signature Page, General Terms and Conditions, this Addendum and all Schedules attached to the Master Agreement or subsequently signed by the parties."

Page 3, 3.6 **Right to Audit** the following sentence is inserted at the end of this provision:

Prior to the commencement of an audit under this Section, TRTA Gov shall provide to the Customer an itemized estimate of costs for such audit.

Page 4, 5.1.4 **Compliance Updates** the last sentence is deleted in entirety and replaced with:

TRTA Gov will provide advance notice to Customer if a compliance update requires more than nominal technical effort by TRTA Gov. TRTA Gov will provide Customer with an estimate of the time and materials cost for a compliance update that requires more than nominal effort by TRTA Gov.

Page 4, 5.3 **Third-Party Software Support** is supplemented by inserting the following:

TRTA shall provide to the Customer an itemized cost estimate in advance of any service by a vendor for any correction efforts performed by a vendor secured by TRTA Gov if TRTA Gov is unable to resolve a problem with Third-Party Software under this Section.

Page 4, 5.5 **Services Outside Scope** is supplemented by inserting the following at the end of 5.5:

Prior to providing or performing any services that are outside TRTA Gov's services (see Section 10.4), TRTA Gov shall provide the Customer with an itemized cost estimate including any time-and-materials, travel and out-of-pocket expenses, for such services outside scope.

Page 5, 7.2 **Certificate** is supplemented by inserting the following as 7.2.1:

7.2.1 Policies of insurance shall be written by companies authorized to write such insurance in New Mexico. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, NMSA 1978, Sections 41-4-1 et seq., as amended, TRTA Gov shall increase the maximum limits of any insurance required herein.

Page 5, 8.2 **Support Fees** is supplemented by deleting the third sentence and replacing it with:

TRTA Gov shall have the right to increase the annual support fees for existing Software Releases upon reasonable prior notice to Customer.

Page 5, 8.5 **Reimbursable Expenses** is supplemented by inserting the following as 8.5.1:

8.5.1 Prior to performing any Services under this Section, TRTA Gov shall provide Customer with a written estimate of costs and expenses for TRTA Gov's performance of Services including but not limited to travel, tolls, parking, lodging, communication and meals.

Page 6, 10.3 **Third Party Software; Hardware** is amended by deleting the third sentence its entirety.

Page 6, 10.4.4 **Exclusions** is deleted in its entirety and replaced with:

10.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured other than changes or modifications approved by TRTA Gov.

Page 7, 14 **Third-Party Service Disclaimer** is deleted in its entirety and replaced with:

14. THIRD PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule TRTA Gov shall not be liable for any claim, injury, loss damage or expense (including attorneys' fees), either direct or indirectly, incurred, made or suffered by Customer in connection with or in any way arising out of the furnishing, performance or use of services provided by any third party contracted by Customer to perform services in connection with the Software. Customer assumes the risk associated with use of services provided by third party vendors.

Page 7, **15.1 Term of Agreement** is supplemented by inserting the following at the end of 15.1:

This Agreement shall become effective upon execution by both parties (The Effective Date of Agreement). For purpose of providing services and Customer's payment of fees under this Agreement, the Term of this Agreement shall be one year commencing on July 1, 2016 and shall expire on June 30, 2017.

Page 7, **15.2 Term of Maintenance & Support Services** is deleted in its entirety and replaced with:

15.2 Term of Maintenance & Support Services. Support Services for Software and Third-Party Software shall commence on July 1, 2016 and shall continue through June 30, 2017 ("Software Support Services"). At any time during the term of the Agreement, the Agreement is subject to early termination or termination for lack of appropriations in accordance with Section 16.2 of this Agreement. Customer shall notify TRTA Gov 90 days prior to the expiration date of the term of this Agreement.

Page 7, **16.2 By Customer.** Insert the words "or suspended" after "terminated" in the first, second and fourth sentences. Delete the last two sentences of this provision and replace with:

If this Agreement is suspended for non-appropriations, Customer will notify TRTA Gov. within 30 days of the date upon which appropriations are available to continue under the terms of this Agreement.

Page 8, **18.8 Governing Law** is supplemented by inserting the following sentence: This Agreement shall be governed by the laws of the State of New Mexico.

Page 9, insert Sections 18.19 through 18.24 to read:

18.19 Records and Audits. To the extent their books and records relate to (i) their performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the Customer as part of the procurement process, TRTA Gov agrees and to require any subcontractor it may hire to perform its obligations under this Agreement, to (i) maintain such books and records during the term of this Agreement and for a period of three years from the date of final payment under this Agreement; (ii) allow the Customer or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to

keep such books and records in accordance with generally accepted accounting principles ("GAAP").

19.20 Gratuities and Campaign Contributions. TRTA Gov agrees to complete and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the Customer.

18.21 Notice of Penalties. The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, as amended, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

18.22 Customer's Limitation of Liability. The Customer's liability to TRTA Gov for any breach of this Agreement by the Customer shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in the Schedules of this Agreement. In no event shall the Customer be liable to TRTA Gov for special or consequential damages, even if the Customer was advised of the possibility of such damages prior to entering into this Agreement.

18.23 Survival of Obligations. Sections 10 (Warranties), 11 (Confidential Information) and 18.18 (Indemnification by TRTA Gov) shall survive the termination or suspension of the term of this Agreement.

18.24 Release. Except for claims of infringement or unauthorized distribution of TRTA Gov's intellectual property by the Customer, TRTA Gov, upon final payment of the amount due under this Agreement, releases the Customer, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Customer to any obligation not agreed to herein unless the Contractor has express written authority from the Customer to do so, and then only within the strict limitations of that authority.

II. Addendum to Schedules NM2016.001.01

"Term of Support Services Schedule" is deleted in its entirety and replaced with:

Term of Support Services Schedule: Support Services shall commence on July 1, 2016 and shall continue for an initial period of 12 months. The Support Services Schedule will not automatically renew. The Term of this Schedule and renewal shall be governed by this Addendum to Master Agreement.

Support Services Fees: For the initial one-year term of the Agreement, Customer shall pay TRTA Gov for Annual Software Support Services and Professional Services Fees an amount not-to-exceed Eighty Seven Thousand, Nine Hundred Eighty Eight (\$87,988.00) Dollars, exclusive of gross receipt tax.

Customer's Point of Contact: The parties agree that the following individual is designated as the Customer's point of contact for the following services and issued pertaining to Third-Party Software or third-party vendors:

Patrick J. Griego
Department Administrator
102 Grant Ave., Santa Fe, NM 87504
505.986.6309
pjgriego@santafecountynm.gov


III. Addendum to Software Schedule for Santa Fe County, New Mexico.

The first paragraph of SOFTWARE RESTRICTIONS is deleted and replaced with the following:

Notwithstanding the foregoing, TRTA Gov is aware that the Customer currently maintains all land valuation and tax billing processes via SunGard I Public Sector Application Software. TRTA Gov warrants that software and services relating to data conversion and interfaces to and from SunGard I land and tax applications will preserve and maintain the integrity of the Customer's land valuation and tax processes. TRTA Gov also warrants that the GIS software products which are being provided through this Agreement are compatible with TRTA Gov, Microsoft SQL Server, and ESRI software in order to preserve the integrity of processes provided by these systems, provided, however, that this warranty shall not apply to changes that may occur to Sungard's database structure.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

1-20-2017
Date

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

1-3-17
Date


Finance Department:


Don D. Moya
Interim Finance Director

1-19-17

Date

Thomson Reuters Tax & Accounting, Government (TRTA Gov)


Signature

January 13, 2017

Date

Joseph N. Jackson, Managing Director, Gov
Print Name and Title

**MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES**

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
Manatron, Inc. -- A Thomson Reuters Business 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	SANTA FE COUNTY, NEW MEXICO 102 Grant Avenue Santa Fe, New Mexico 87505 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 Fax No.: (269) 567-2930 E-mail Address: matt.henry@thomsonreuters.com	Attention: Gus Martinez, Assessor Telephone No.: (505) 986-6300 Fax No.: E-mail Address: assessor@santafecountynm.gov

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which TRTA Gov shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules NM2016.001.01 and all future Schedules that reference the Master Agreement No. NM2016.001. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

TRTA GOV

By: *Joseph R. Jackson*
(Signature)

Its: Managing Director, Government
(Typed or Printed Position)

Date: January 13, 2017

Witnessed: *Matthew Henry*
(Signature)

By: Matthew Henry
(Typed or Printed Name)

SANTA FE COUNTY, NEW MEXICO

By: *Katherine Miller*
(Signature)

Its: County Manager
(Typed or Printed Position)

Date: 1-20-2017

By: Approved as to form
Santa Fe County Attorney
By: *[Signature]*
Date: 1-20-2017
(Typed or Printed Position)

Date: _____

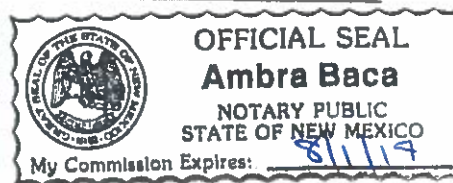
By: *Don M...*
(Signature)

Its: Finance Director
(Typed or Printed Position)

Date: 1-19-17

Witnessed: *Ambra Baca*
(Signature)

Date: 1-20-2017



GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.2.2.

"Compliance Update" means a change made to the Software to reflect a mandated change in an applicable Law.

"Computer System" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

"Customization" means any improvement, derivation, extension or other change to the Software made by TRTA Gov at the request of Customer, including any that result from the joint efforts or collaboration of TRTA Gov and Customer. TRTA Gov may, from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements."

"Database Software" means relational database management systems (RDBMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"Documentation" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials, as may be updated or amended from time to time, and generally made available and provided by TRTA Gov for use with the Software.

"End User" means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. TRTA Gov may, in its sole discretion, designate an Enhancement as minor or major.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by TRTA Gov.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

"Installation" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"Installation Date" means the date on which TRTA Gov completes installation of the Hardware at a location specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"Law" means any state, county, or local statute, law, ordinance, or code applicable to a party in the performance of its obligations under this Agreement.

"Maintenance & Support Services" shall have the meaning set forth in Section 5.1.

"Minimum Requirements" means the minimum requirements for the Computer System as set forth on the associated Schedules or the Documentation. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by TRTA Gov.

"Notice of Completion" means: (a) if TRTA Gov is to provide implementation services, a written notice from TRTA Gov stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from TRTA Gov stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"Professional Services" means any installation, implementation service(s), Software configuration, training, consulting, support service(s), Customization, and other similar service(s) performed by TRTA Gov under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Schedule" and "Schedules" shall have the meanings set forth in Section 2.1.

"Seat" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

"Software" means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, Statutory Reports, and new Versions of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"Software Modification" has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement, and as "Enhancement" when made by TRTA Gov as part of the development or enhancement of the Software or Third-Party Software.

"Statutory Reports" means those reports provided by TRTA Gov that must be: a) automated compiled data reports (not forms, transmittals, cover letters, or correspondence); b) specifically mandated by State Law (not optional or desirable); c) have all data content and format described in complete detail by mandating authority; and d) all report data content must already be contained within GRM's standard database by means of in-scope data conversion and/or generated by standard application features.

"Test Period" means the thirty (30) day period following (a) Customer's receipt of the Notice of Completion or (b) in the case where

GENERAL TERMS AND CONDITIONS

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"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"Documentation" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials, as may be updated or amended from time to time, and generally made available and provided by TRTA Gov for use with the Software.

"End User" means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. TRTA Gov may, in its sole discretion, designate an Enhancement as minor or major.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by TRTA Gov.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

"Installation" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"Installation Date" means the date on which TRTA Gov completes Installation of the Hardware at a location specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"Law" means any state, county, or local statute, law, ordinance, or code applicable to a party in the performance of its obligations under this Agreement.

"Maintenance & Support Services" shall have the meaning set forth in Section 5.1.

"Minimum Requirements" means the minimum requirements for the Computer System as set forth on the associated Schedules or the Documentation. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by TRTA Gov.

"Notice of Completion" means: (a) if TRTA Gov is to provide implementation services, a written notice from TRTA Gov stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from TRTA Gov stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"Professional Services" means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by TRTA Gov under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Schedule" and **"Schedules"** shall have the meanings set forth in Section 2.1.

"Seat" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

"Software" means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, Statutory Reports, and new Versions of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"Software Modification" has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement, and as "Enhancement" when made by TRTA Gov as part of the development or enhancement of the Software or Third-Party Software.

"Statutory Reports" means those reports provided by TRTA Gov that must be: a) automated compiled data reports (not forms, transmittals, cover letters, or correspondence. b) specifically mandated by State Law (not optional or desirable.). c) have all data content and format described in complete detail by mandating authority and d) all report data content must already be contained within GRM's standard database by means of in-scope data conversion and/or generated by standard application features.

"Test Period" means the thirty (30) day period following (a) Customer's receipt of the Notice of Completion or (b) in the case where



Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

"Third-Party Software" means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

"Version" means any new version, release, adaptation, or modification of the Software, which may include major and minor Enhancements, Error Corrections, Compliance Updates, patches, and/or hot fixes. Versions are indicated by TRTA Gov's standard Software numbering system.

"Web Hosting" means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES.

2.1 Schedule(s). TRTA Gov shall license the Software, provide the Hardware, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the "Schedule" and "Schedules").

2.2 Conflicting Terms. Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

3. SOFTWARE LICENSE.

3.1 Grant. TRTA Gov grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

3.2 Acceptance Testing.

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify TRTA Gov in writing, and TRTA Gov shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time TRTA Gov is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to TRTA Gov and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes ("Acceptance") upon the earliest of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify TRTA Gov of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

3.3 Scope of Rights. Customer may:

3.3.1 Install the Software on the Designated Processor and may, upon prior written notice to TRTA Gov, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.3.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.3.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.3.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) TRTA Gov's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to TRTA Gov upon request. All copies that are made by Customer shall be the property of TRTA Gov.

3.3.5 Make copies of the Documentation for Customer's internal use only, provided that TRTA Gov's copyright and other proprietary legends are reproduced on each copy.

3.4 Restrictions. In addition to other restrictions set forth in this Agreement, Customer may not:

3.4.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.4.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.4.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.4.4 Without prior written approval of TRTA Gov, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.4.5 Without prior written approval of TRTA Gov, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.4.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.5 Title. TRTA Gov reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

3.6 Right to Audit. TRTA Gov shall have the right, within ten (10) days of TRTA Gov's written request, during normal business hours and at times mutually agreed upon by TRTA Gov and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to TRTA Gov of the underpayment.

3.7 Third-Party Software. Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

3.8 Tools; Customizations. Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software



or require any modification or alteration of the underlying code of the Software. TRTA Gov shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE.

4.1 **Delivery.** If Hardware is provided to Customer under this Agreement, TRTA Gov shall coordinate delivery of the Hardware to Customer. TRTA Gov shall deliver all Hardware to Customer FOB Customer's location.

5. MAINTENANCE & SUPPORT SERVICES.

5.1 **Scope.** Provided that Customer is current in the payment of the applicable fees, TRTA Gov shall provide the following maintenance and support services:

5.1.1 **Telephone Support.** TRTA Gov shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. TRTA Gov may from time to time amend its holiday schedule upon at least sixty (60) days' prior notice to Customer.

5.1.2 **Web Site.** TRTA Gov shall maintain a web site that contains information concerning the Software and Maintenance & Support Services.

5.1.3 **Error Corrections.** TRTA Gov will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. TRTA Gov may from time to time amend its response policy upon at least sixty (60) days' prior notice to Customer.

5.1.4 **Compliance Updates.** TRTA Gov shall exercise due diligence and provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides TRTA Gov with timely written notification of such changes. Customer understands and agrees that TRTA Gov's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency and notification to TRTA Gov in a manner that provides TRTA Gov sufficient time to prepare and distribute the Compliance Update before the effective date of the change. TRTA Gov shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require a nominal technical effort by TRTA Gov. In such case, those updates will be included in the maintenance fees at no additional cost. All other compliance update effort by TRTA Gov shall be spread on an equitable basis across TRTA Gov's affected customer base, on a time and materials basis.

5.1.5 **Versions.** TRTA Gov shall provide Customer with new Versions of the Software. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System. The maintenance and support services described in Sections 5.1.1 through 5.1.5 above are herein collectively referred to as "Maintenance & Support Services". **Maintenance & Support Obligation.** Provided that Customer is current in the payment of the applicable fee and not otherwise in breach of the Agreement, TRTA Gov shall provide Maintenance & Support Services for the current Version of the Software for the term described in Section 15.2 (Term of Maintenance & Support Services).

5.2 Customer Obligations.

5.2.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's

application, through whom requests by Customer for Maintenance & Support Services shall be made. TRTA Gov shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to TRTA Gov.

5.2.2 Customer shall implement and follow the reasonable written instructions of TRTA Gov regarding operation of the Software.

5.2.3 Customer shall comply with the applicable Documentation.

5.2.4 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

5.3 **Third-Party Software Support.** TRTA Gov shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If TRTA Gov is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.4 **Hardware Maintenance.** TRTA Gov may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. TRTA Gov is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from TRTA Gov or the attachment of third-party hardware or equipment to the Customer's Computer System. TRTA Gov is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.5 **Services Outside Scope.** The exclusions set forth in Section 10.4 shall apply to TRTA Gov's obligations to provide Maintenance & Support Services under this Section 5. Services provided by TRTA Gov that are not within TRTA Gov's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at TRTA Gov's then-current time-and-material charges, including travel and all other out-of-pocket expenses. TRTA Gov shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 5.5.

6. OTHER SERVICES.

6.1 **Description.** TRTA Gov shall provide Services (other than Maintenance & Support Services) as set forth in the applicable Schedule.

6.2 **Implementation Services.** The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by TRTA Gov:

6.2.1 **Joint Development.** TRTA Gov and Customer shall jointly develop the Implementation Plan using TRTA Gov's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.2.2 **Amendments.** TRTA Gov and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by TRTA Gov that are not within TRTA Gov's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.



6.2.3 Performance Dates.

6.2.3.1 **Interdependencies of Dates.** Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.2.3.2 **Efforts.** Each party agrees to use commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.2.3.3 **Adjustments.** To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 **TRTA Gov Project Manager.** TRTA Gov shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "TRTA Gov Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of TRTA Gov under the Schedule and who shall be the primary point of contact for TRTA Gov. TRTA Gov may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. TRTA Gov agrees that the TRTA Gov Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.5 **Customer Project Manager.** Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to TRTA Gov.

7. INSURANCE

7.1 **Insurance Coverage.** During the term of this Agreement, TRTA Gov shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than \$1,000,000
Data Processing Errors & Omissions.	\$3,000,000
Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000

7.2 **Certificate.** Upon request by Customer, TRTA Gov shall provide Customer with certificate(s) of insurance. TRTA Gov shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

8.1 **License Fees.** Customer shall pay TRTA Gov the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.2 **Support Fees.** Customer agrees to pay TRTA Gov the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually in advance, commencing on the date Go-Live. TRTA Gov shall have the right to increase the annual support fees for existing Software Versions upon prior written notice. Support fee increases will not be arbitrary or unreasonable. In the event TRTA Gov provides Customer with any new software product or Version, TRTA Gov may publish and apply a revised Maintenance & Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.3 **Other Services Fees.** Unless otherwise stated in the applicable Schedule, Statement of Work, or mutually agreeable document, Customer shall pay all fees for Services (other than Maintenance & Support Services) on a time-and-material basis based on TRTA Gov's then-current rates and charges for the Services. TRTA Gov will bill other Services as used.

8.4 **Hardware Fees.** Customer agrees to pay TRTA Gov the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon shipment of the Hardware.

8.5 **Reimbursable Expenses.** Customer agrees to reimburse TRTA Gov for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by TRTA Gov in connection with the performance of Services. Meal expenses shall not exceed TRTA Gov's then-current per-diem amount.

8.6 **Invoices/Acceptance.** All invoices are due within 30 days of receipt or as specified in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify TRTA Gov in writing the reasons for such delay. Unless otherwise agreed by both parties, TRTA Gov may apply any payment received to any delinquent amount outstanding.

8.7 **Taxes.** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by TRTA Gov, excluding any taxes based upon TRTA Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days after receiving written notice of such tax liability from TRTA Gov.

8.8 **Penalties for Delay.** Neither Customer nor TRTA Gov shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

8.9 **Price Changes.** If TRTA Gov utilizes a third-party Hardware Maintenance services provider, TRTA Gov shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. TRTA Gov shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by TRTA Gov upon thirty (30) days



prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

9.1 Communications Equipment. At a minimum, Customer is required to provide TRTA Gov with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

9.2 Site Condition. Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

9.3 Records. Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

9.4 Computer Virus Protection. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. TRTA Gov shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 Security. Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. TRTA Gov shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

10. WARRANTIES.

10.1 Software. TRTA Gov warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. TRTA Gov agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, TRTA Gov warrants that any Enhancement, Compliance Update, and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update, and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. TRTA Gov's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 10.1, is the correction or replacement of any nonconformity. Customer shall provide TRTA Gov with written notice that nonconformity exists, and TRTA Gov shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. TRTA Gov warrants that the Software does not contain any disabling devices that would allow TRTA Gov to terminate operation of the Software. TRTA Gov further warrants that, to the best of its knowledge, the Software does not contain any viruses.

10.2 Services. TRTA Gov warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify TRTA Gov in writing of any breach of this warranty within thirty (30) days after completion of the Service. TRTA Gov's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-performance of the Service.

10.3 Third-Party Software; Hardware. TRTA GOV MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. TRTA GOV EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WILL INDEMNIFY TRTA GOV AND ITS AFFILIATES

AGAINST DAMAGES THEY INCUR AS A RESULT OF A THIRD PARTY CLAIM ARISING FROM CUSTOMER'S USE OF THE THIRD-PARTY SOFTWARE.

10.4 Exclusions. TRTA Gov's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.4.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of TRTA Gov;

10.4.2 Problems and errors that TRTA Gov and/or Customer cannot reproduce;

10.4.3 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by TRTA Gov, or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

10.4.5 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at TRTA Gov's then-current time-and-material rates, plus travel related expenses.

10.5 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TRTA GOV EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

11. CONFIDENTIAL INFORMATION.

11.1 Defined. As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions, and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 11.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of TRTA Gov.

11.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all



other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without TRTA Gov's prior written approval.

11.3 Exceptions. A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

12.1 Scope. TRTA Gov agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. TRTA Gov shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

12.2 Notice. Customer shall give TRTA Gov prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on TRTA Gov's rights in the Software. Customer will provide TRTA Gov reasonable cooperation in the defense of such claim or action or negotiations for its settlement.

12.3 Alternatives. TRTA Gov shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, TRTA Gov may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a five-year, straight-line method of calculation.

12.4 Exclusions. TRTA Gov shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of TRTA Gov; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

12.5 Sole Remedy. This Section 12 states TRTA Gov's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

13. LIMITATIONS OF LIABILITY.

13.1 Limitation and Disclaimer. TRTA GOV'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL TRTA GOV BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST"), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT

INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT TRTA GOV HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. THIRD-PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule, TRTA Gov shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless TRTA Gov against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

15. TERM.

15.1 Term of Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16.

15.2 Term of Maintenance & Support Services. Unless otherwise provided in the applicable Schedule, Maintenance & Support Services for Software shall commence upon Go-Live as defined in the Schedules or Statement of Work, as applicable, and shall continue for an initial term of thirty-six (36) months. Maintenance & Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Maintenance & Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee and any other applicable fees.

15.3 Term of Hardware Maintenance Services. Unless specifically identified in the Maintenance & Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

15.4 Term of Other Services. The term for Services (other than Maintenance & Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

16. TERMINATION.

16.1 By Either Party. Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

16.1.1 Breaches its confidentiality obligations under this Agreement;

16.1.2 Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;

16.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

16.2 By Customer. In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To



effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide TRTA Gov with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed TRTA Gov under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer agrees to grant TRTA Gov a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 16.2. If funds should not become available with two (2) years of said date, Customer shall be free to contract with TRTA Gov or any other available source when they do become available.

16.3 Effect of Termination. The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer shall certify such action in writing to TRTA Gov within one (1) month after the termination date. If Customer terminates a Schedule for Maintenance & Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, TRTA Gov shall return all data supplied by Customer in a format reasonably requested by Customer (other than TRTA Gov's proprietary format) upon payment of TRTA Gov's then-current fee for this service.

16.4 Survival of Certain Obligations. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement until fulfilled.

17. DISPUTE RESOLUTION.

17.1 Informal Dispute Resolution. If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

18. GENERAL.

18.1 Customer List; Publicity. Customer authorizes TRTA Gov to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Maintenance & Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, TRTA Gov may publicly refer to Customer (by name only) as being a customer of TRTA Gov, and only in relation to this Agreement except as otherwise authorized by Customer.

18.2 Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

18.3 Notices.

18.3.1 Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each

case delivered to the address specified for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

18.3.2 Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.3.3 Contact Person. Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

18.4 Technology Life Expectancy. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that TRTA Gov will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, TRTA Gov does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by TRTA Gov will function for an indefinite period of time. Rather, TRTA Gov and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Version, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

18.5 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

18.6 Statute of Limitations. No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

18.7 Injunctive Relief. TRTA Gov and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to seek injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's state of domicile.

18.9 Assignment. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this



clause shall be null and void. However, TR may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with TR's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of TR or any similar business transaction.

18.10 Severability. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

18.11 Counterparts. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18.12 Subcontractors. TRTA Gov reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. TRTA Gov shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

18.13 Independent Contractor. The relationship of TRTA Gov to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

18.14 Waiver. No delay or failure by either party to take any action or assert any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, nor shall any express waiver constitute a continuing waiver. The waiver by either party at any time, expressed or implied, of any breach or attempted breach of the obligations set forth in this Agreement shall not be deemed a waiver of or consent to any subsequent breach or attempted breach of the same or any other type..

18.15 Executable by Facsimile. Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

18.16 Non-Discrimination. TRTA Gov, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

18.17 Entire Agreement. This Agreement embodies the entire agreement and understanding between TRTA Gov and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning: (i) estimated completion dates, hours, or charges to provide any Service; (ii) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties); (iii) the experiences or recommendations of other parties; or (iv) results or savings Customer may achieve, shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on TRTA Gov.



APPENDIX A

RESPONSE POLICY

TRTA Gov shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to TRTA Gov. TRTA Gov may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay TRTA Gov for that support on a time-and-materials basis at TRTA Gov's then current rates. The priority codes and responses are as follows:

Priority	Definition/Impact	TRTA Gov's Responses
1	The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists.	TRTA Gov will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that TRTA Gov has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible.
2	The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner.	TRTA Gov will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved.
3	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.	TRTA Gov will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days.
4	The problem has no business impact.	TRTA Gov will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future Version.

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered NM2016 001.01 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. NM2016.001 between Manatron and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. – A THOMSON REUTERS BUSINESS 510 E. Milham Avenue Portage, Michigan 49002 (“Thomson Reuters Tax & Accounting, Government” or “TRTA Gov”)	SANTA FE COUNTY, NEW MEXICO 102 Grant Avenue Santa Fe, New Mexico 87505 (“Customer”)
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (269) 388-2633 Fax No.: (269) 567-2930 E-mail Address: Matt.Henry@ThomsonReuters.com	Attention: Gus Martinez, Assessor Telephone No.: (505) 986-6300 Fax No.: E-mail Address: assessor@santafecountynm.gov

The parties have executed these Schedules as of the dates set forth below their respective signatures.

TRTA GOV

SANTA FE COUNTY, NEW MEXICO

By: Joseph N Jackson
(Signature)

Its: Managing Director, Government
(Title)

Date: January 13, 2017

Witnessed: Matthew Henry
(Signature)

Date: January 13, 2017

By: Kathleen Miller
(Signature)

Its: County Manager
(Title)

Date: 1-20-17

By: Approved as to form
(Signature)

Its: Santa Fe County Attorney
(Title)

Date: 1-24-17

By: Don May
(Signature)

Its: Finance Director
(Title)

Date: 1-19-17

Witnessed: _____
(Signature)

Date: _____

SIGNATURE PAGE

Date: July 17, 2016

SOFTWARE SCHEDULE FOR SANTA FE COUNTY, NEW MEXICO

Schedule No. NM2016.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. NM2016.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Office
ProVal Plus		Existing Software		
Ascend Assessment Administration				
Ascend Personal Property				
MVP Manufactured/Mobile Homes				
Parcel Builder				
Total Software Fees:			\$	

SOFTWARE USE RESTRICTIONS: Site license(s).

Notwithstanding the foregoing, TRTA Gov is aware that the Customer currently maintains all land valuation and tax billing processes via SunGard I Public Sector Application Software. TRTA Gov warrants that software and services relating to interfaces to and from SunGard I land and tax applications will preserve and maintain the integrity of the Customer's land valuation and tax processes. For the purposes of this document, TRTA Gov shall not be responsible for any programmatic changes required to maintain the integrity of the land valuation and tax process where the integrity is corrupted by changes to the SunGard system. TRTA Gov also warrants that the GIS software products which are being provided through this agreement are compatible with TRTA Gov, Microsoft SQL Server, and ESRI software in order to preserve the integrity of processes provided by these systems, provided, however, that this warranty shall not apply to changes that may occur to Sungard's database structure.

Notwithstanding the foregoing, TRTA Gov warrants that the Third Party GIS Software provided by TRTA Gov, will conform in all material respects to the functional specifications contained in its then-current Documentation for the term of this Agreement and any extensions thereto. TRTA Gov agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period with comparable Software acceptable to the Customer.

Date: July 17, 2016

SOFTWARE SCHEDULE FOR SANTA FE COUNTY, NEW MEXICO
Schedule No. NM2016.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. NM2016.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Office
ProVal Plus		Existing Software		
Ascend Assessment Administration				
Ascend Personal Property				
MVP Manufactured/Mobile Homes				
Parcel Buildier				
Total Software Fees:			\$ -	

SOFTWARE USE RESTRICTIONS: Site license(s).

Notwithstanding the foregoing, TRTA Gov is aware that the Customer currently maintains all land valuation and tax billing processes via SunGard I Public Sector Application Software. TRTA Gov warrants that software and services relating to interfaces to and from SunGard I land and tax applications will preserve and maintain the integrity of the Customer's land valuation and tax processes. For the purposes of this document, TRTA Gov shall not be responsible for any programmatic changes required to maintain the integrity of the land valuation and tax process where the integrity is corrupted by changes to the SunGard system. TRTA Gov also warrants that the GIS software products which are being provided through this agreement are compatible with TRTA Gov, Microsoft SQL Server, and ESRI software in order to preserve the integrity of processes provided by these systems, provided, however, that this warranty shall not apply to changes that may occur to Sungard's database structure.

Notwithstanding the foregoing, TRTA Gov warrants that the Third Party GIS Software provided by TRTA Gov, will conform in all material respects to the functional specifications contained in its then-current Documentation for the term of this Agreement and any extensions thereto. TRTA Gov agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period with comparable Software acceptable to the Customer.

Date: July 17, 2016

MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Services") SCHEDULE FOR SANTA FE COUNTY, NM
Schedule No. NM2016.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered
into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services
No. NM2016.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES AND ANNUAL FEES		
Software Product	Annual Price	Office
ProVal Plus	\$ 34,547.00	
Ascend Assessment Administration	\$ 43,212.00	
Ascend Personal Property	Included	
Ascend Parcel Builder	\$ 8,591.00	
Escrow Fee	\$ 1,638.00	
Total Annual Fees - Year #1	\$ 87,988.00	

ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY TRTA GOV. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ONSITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services under this Schedule shall commence July 1, 2016 and shall continue until June 30, 2017. This Support Services Schedule will not automatically renew.

No later than March 31, 2017 the Assessor should notify Manatron under Article 15 (TERM) and 15.2 (Software) of the Master Services Agreement that the agreement and all schedules will expire June 30, 2017 and the Assessor will not be renewing or extending the term. The Assessor will have to do another procurement pursuant to the Procurement Code for these services.

Date: July 17, 2016

SUMMARY SCHEDULE FOR SANTA FE COUNTY, NEW MEXICO

Schedule No. NM2016.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. NM2016.001 between TRTA Gov and the undersigned Customer (the "Agreement").

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by TRTA Gov, excluding any taxes based upon TRTA Gov's Income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TRTA Gov.

ONGOING FEES	
Description	Annual Price
SOFTWARE SUPPORT SERVICES AND ANNUAL FEES - 2016 - 2017	\$ 87,988.00
MARSHALL AND SWIFT USAGE FEE 2016	2016 per parcel fees are listed in Appendix A - End User License Agreement for reference purposes. 2017 per parcel fees have yet to be determined.

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term.

Date: July 17, 2016

THOMSON REUTERS

MANATRON, INC. – A THOMSON REUTERS BUSINESS
("TRTA GOV")
Approved Marshall & Swift Reseller

2017 END USER LICENSE AGREEMENT (EULA)

The End User listed below has been granted the right to use the Marshall & Swift Cost Data in Reseller's CAMA Program for a period of one (1) calendar year. The End User agrees to pay the appropriate fees for the use of the data each year the End User uses the M&S Cost Data in the Reseller's CAMA Program. If the End User listed below does not pay the appropriate fees, the End User agrees to cease using and to erase, destroy, or disable the M&S Data in the CAMA Program, and that Reseller may erase, destroy, or disable all M&S Cost Data found in the CAMA Program.

I, the End User, have read and agree to all the terms listed above.

PLEASE FILL IN COMPLETELY

Fill in the number of parcels for calendar year 2017 (January 1, 2017 – December 31, 2017)

End User's Name: SANTA FE COUNTY ASSESSOR
Signature: [Signature]
Jurisdiction/Company: SANTA FE COUNTY
Address: 102 GRANT AVE.
City: SANTA FE
State: NM Zip Code: 87501

License Fees

Improved Residential Parcels:	<u>49,382</u>	\$0.29/parcel (segregated)
Improved Commercial/Industrial Parcels:	<u>1,959</u>	\$0.33/parcel (segregated)
Improved Agricultural Parcels:	<u>207</u>	\$0.28/parcel (segregated)
Improved Mobile/Manufactured Homes Parcels:	<u>2,427</u>	\$0.25/parcel (square feet)
Improved Other/Miscellaneous Parcels:	<u>0</u>	\$0.28/parcel (segregated)
Total Number of All Parcels (improved and unimproved):	<u>76,513</u>	

Please indicate if you would prefer to receive future communications via email: ☐ Yes ☒ No

If yes, please provide email address: _____

Please return this completed form to TRTA Gov as soon as possible by emailing it to deb.loveridge@tr.com, faxing it to Deb Loveridge at (269) 567-2930, or mailing it to Manatron, Inc. - A Thomson Reuters Business, 510 East Milham, Portage, MI 49002.

