

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

## RENEWAL TO HIPA PLUS HOSTING AGREEMENT

THIS RENEWAL is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Manatron, Inc., a Thomson Reuters Business, ("Manatron"), a company authorized to conduct business in the State of Texas.

WHEREAS, County and Manatron previously executed a Master Agreement, Amendment 1 to the Subscription Agreement, and Amendment 2 the Subscription Agreement (attached hereto as "Exhibit A" and collectively referred to as the "Agreement"). County and Manatron now desire to renew the Agreement, subject to the Statement of Work attached hereto as "Exhibit B".

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and Manatron are hereby renewed amended as follows:

1. County shall renew the Agreement, subject to the terms set forth in Exhibit B, the Statement of Work.
2. Payment shall be made by County within thirty (30) days of receipt of invoice. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
3. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Renewal, County shall notify all necessary parties that the Renewal shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.
4. The Agreement remains in full force and effect. If there is a conflict between this Renewal and the Agreement, the provisions of this Renewal shall prevail.
5. This Renewal shall be effective upon execution by the County.

**FORT BEND COUNTY**

Robert Hebert, County Judge

Date \_\_\_\_\_

ATTEST:

Laura Richard, County Clerk

**MANATRON, INC.**

Authorized Agent – Signature

Brian Wilson

Authorized Agent- Printed Name

Vice President, Finance

Title

May 3, 2016

Date \_\_\_\_\_

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

# Exhibit A



## HIPA PLUS HOSTING

### SUPPLEMENTAL AGREEMENT TO THE MANATRON RECORDS MANAGEMENT MASTER AGREEMENT

This Supplemental Agreement to the Manatron Records Management Master Agreement is by and between Manatron, Inc., a Michigan corporation ("Manatron") and Fort Bend County, Texas ("Fort Bend").

Fort Bend and Manatron entered into a Records Management Master Agreement and a Records Management Annual Software License and Maintenance Supplemental Agreement ("the Agreements") on October 9, 2007, pursuant to which Fort Bend engaged Manatron software and support services to operate the Fort Bend County Clerk's Official Records Imaging System.

In consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Manatron shall provide hosting services as described in Manatron Statement of Work TX030212FBC – Version 1.7, "HIPA Plus Hosting," dated June 12, 2012. The Manatron Statement of Work is attached hereto as Exhibit A.

2. This Supplemental Agreement is subject to the terms and conditions set forth in the above referenced Agreements. If any conflict exists between this Supplemental Agreement and the Agreements, the terms and conditions of the Agreements will govern.

Dated: June 26, 2012

Manatron, Inc:

By: Janet Buis Miller  
Name: Janet Buis-Miller

Title: Director, Finance and Accounting



County Judge for Fort Bend County, TX

By: Robert E. Hebert

Name: Robert E. Hebert

County Clerk for Fort Bend County, TX

By: Dianne Wilson

Name: DIANNE WILSON





**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 140,831.<sup>00</sup> to accomplish and pay the obligation of Fort Bend County under this Agreement.

A handwritten signature in blue ink, appearing to read "Robert Sturdivant", written over a horizontal line.

Robert Edward Sturdivant, County Auditor



# EXHIBIT A

Manatron, Inc.

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**Statement of Work**

**HIPA Plus Hosting**

**Fort Bend County, Texas**

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June 12, 2012

Version 1.7

Prepared by: John Rickerby

Document submitted by Manatron, Inc.

Manatron Records Management Division

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## PROJECT SUMMARY

<b>Project:</b>	Fort Bend County, Texas HIPA Plus hosting services for transactional replication of production Anthem/GRM Recorder and AgendaQuick servers, hosting of Anthem/GRM Recorder and AgendaQuick Internet Public Access with eCommerce, and eRecording submissions.
<b>Project Site:</b>	Fort Bend County 301 Jackson Street Richmond, Texas 77469
<b>County Contact(s):</b>	Dianne Wilson, County Clerk – 281.341.8686
<b>Target Date of Implementation:</b>	Detailed schedule with agreed-upon dates to be during the planning phase of this project. Estimated start date within 60 days of contract signing.
<b>Scope:</b>	<p>Initial installation will include replication of the current Anthem and AgendaQuick software and production versions of Anthem Public Access, AgendaQuick Public Access, and eRecording. The County plans to upgrade from Anthem to GRM Recorder later in 2012. Here within, Anthem/GRM Recorder will refer to the Anthem or GRM Recorder software currently being used by the County.</p> <p>Project scope will include process and requirements review, hosting software and hardware configuration, testing, and migration support.</p>
<b>Technology:</b>	<p>Hardware - The County will provide all local production hardware and infrastructure. Manatron will provide all data center replication and web server hardware and infrastructure.</p> <p>Software (see following table for software licenses included) - The software deliverables from Manatron are listed in this Statement of Work. Deliverables outside the current functionality of the standard Anthem/GRM Recorder suite and/or as installed currently in the County's production environment may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to Manatron's Change Management Process.</p>

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work. In response to the planning phase of this project, updated project documentation and a detailed schedule will be mutually agreed upon by Manatron, Inc. ("Manatron") and Fort Bend County, Texas (the "County").

## PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies Manatron and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

### SOFTWARE:

Manatron will set up database-to-database replication of the data and images to the hosted data center. This will include replication of the current Anthem applications and planned 2012 upgrade to the Anthem/GRM Recorder suite of application software and the Microsoft SQL Server 2008 database and replication of AgendaQuick. The County's Internet Anthem/GRM Recorder Public Access with eCommerce module, AgendaQuick Internet Public Access and eRecording module will also be directly hosted from the data center and will include real-time communication to the local Anthem/GRM Recorder and AgendaQuick production servers located in the County.

Item	Description	Number of Users	Comments
Anthem/GRM Recorder Application Software	No changes to current Anthem/GRM Recorder functionality	N/A	Replicate to data center
AgendaQuick Application Software	No changes to current AgendaQuick functionality	N/A	Replicated to data center.
Cold Fusion, Version 10	Required for AgendaQuick	N/A	License required for data center and production system
AgendaQuick Public Access	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Anthem/GRM Recorder Public Access with eCommerce	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Anthem/GRM Recorder eRecording	Receive electronic filing of land records documents	County-approved submitters	Hosted at data center
Microsoft SQL Server 2008 Database Software	Database software, including transactional replication functionality	N/A	Data center license provided by Manatron
SSL Certificate	128 SSL Certificate for eCommerce	N/A	SSL certificate provided by County

### RECOMMENDED HARDWARE:

Manatron will provide all data center server hardware, software, and infrastructure required for replicating the County's Anthem/GRM Recorder system, AgendaQuick, and hosting internet Public Access and eRecording. The County will be responsible for local production server hardware, software, infrastructure for Anthem/GRM Recorder and AgendaQuick, and any new peripheral hardware. The County will be responsible for providing any recommended changes to the network and bandwidth.

Item	Description	Quantity	Comments
Data Center Servers and Infrastructure	Anthem/GRM Recorder application/database/image replication server and AgendaQuick server and production web server for Internet Public Access and eRecording.	1	Manatron will provide.



Local Production Server and Infrastructure	GRM production server and AgendaQuick server and back-up web server for Internet Public Access and eRecording.	1	County will provide.
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## IMPLEMENTATION SERVICES:

Per this SOW, the following services will be provided for this project.

Description	Comments
Project Management Services	Manages overall project schedule, directs all Manatron resources, and acts as escalation point for project.
Hardware Installation	Manatron will provide all hardware and infrastructure at the Time Warner Indianapolis data center. The County will be responsible for local hardware and infrastructure.
Software Configuration, Localization, and Quality Assurance	Includes configuration and testing of transactional replication to the data center and hosting internet Public Access and eRecording.
Database Configuration and Quality Assurance	Includes set-up and testing of index and image databases.
Training	No user training required. County IS will receive instruction on system management.
On-Site Support	No on-site support required. Go-Live will be initiated remotely following testing.
Documentation	Standard Manatron soft documentation for County IS.

## PROJECT IMPLEMENTATION

### PURPOSE STATEMENT

The purpose of this project is to provide full off-site transactional replication of the County's Anthem/GRM Recorder and AgendaQuick software, indexes, and images at Manatron's data center located in the Time Warner facility in Indianapolis, Indiana. The data center will provide layered redundancy to the County's local production system and failover in the event of an interruption in access to the production system or a full disaster.

In addition to Anthem/GRM Recorder replication, the data center will host County's Internet Public Assess and eRecording modules to manage Internet researcher inquiries of County indexes and images stored in Anthem/GRM Recorder and the receiving of eRecording submissions for transmission to the County production systems. This configuration will ensure high availability for these Internet-based functions within consistently managed response times, thus insulating the local production configuration and ensuring consistent access even in the event of a disaster at the County's site.

This Statement of Work describes the project that Manatron is responsible for implementing. Upon contract signing, a subsequent project execution plan will be created jointly by the Manatron and County project managers. The project execution plan will detail how the project will be managed, including detailed communication, risk, and scheduling plans.

The project will be administered in the following phases:

- Project planning—commences upon contract signing (or earlier);
- Kick-off;
- Data center system set-up, configuration, and connection to the County;
- Configuration and testing of software, index data, and images;
- Go-Live of Anthem/GRM and AgendaQuick replication, and switchover to hosted Internet Public Access and eRecording.

## SCOPE STATEMENT

This project is responsible for the Manatron Hosted Internet Public Access service solution. These services include the installation, configuration, and set-up for hosting from the Manatron data center. Specifically, this project entails:

- Configuration of hosted server hardware at the Manatron data center;
- Set-up and testing of real-time database and image replication to the data center;
- Go-Live support within the terms of the agreement.

## ASSUMPTIONS AND CONSTRAINTS

1. A 36-month commitment is required for service for Manatron applications. If the County decides to terminate the service at any point prior to the end of the 36-month commitment, the County will be responsible for the fees for the Manatron applications for the balance of the commitment.
2. Manatron will replicate the existing indexes, images, Anthem/GRM Recorder software, and Microsoft SQL Server database to the remote data center configuration. The County's current Anthem/GRM Recorder release level and configuration will not be changed.
3. Manatron will replicate the existing AgendaQuick data, images, and software to the remote data center and configure for disaster recovery. Public users will access AgendaQuick documents via the remote data center just like Anthem/GRM public users. The County's current AgendaQuick release level and configuration will not be changed except for the production and data center Cold Fusion licenses, which will be upgraded to Version 10.
4. Public Access for Anthem/GRM Recorder and AgendaQuick will allow researchers to view documents using the HIPA Plus replication server. Requests to purchase Anthem/GRM Recorder document copies will be redirected to the County/production server to complete the transaction. For eRecording, documents will be received from submitters in the hosted application and will be pushed to the production server for normal processing as batches are accessed by users. All database changes occur on the production server. Replication is from the production server to the hosted server. In the event of a disaster event impacting the County production server, the hosted replication server can be enabled to allow ecommerce Public Access purchases, eRecording processing, and any other standard County Clerk business transaction. When the production server is back online, Manatron will coordinate through County IT to update the production server.
5. The County will be provided with 2TB of data storage, which should be sufficient based on current estimates. If usage exceeds this estimate and additional storage has to be added, the County will be notified and asked to approve the cost of adding additional storage for the balance of the contract. Space will be monitored as needed to ensure there is no limitation in functionality.
6. The term "real-time replication" can take a few minutes to complete as network/server traffic will affect the timing of the replication between sites.
7. Data replication can be impacted by the telecommunication provided between the County and the data center.
8. The County is responsible for providing broadband communication access and any necessary firewall from the production site to an Internet service provider in the case of a LAN-to-LAN VPN tunnel.
9. Manatron will provide the County with a one-time delivery of images and database stored in the hosted facility at no charge to the County. This will include both database and images for the Manatron AgendaQuick applications. If the County requests that Manatron Technical Services restore the delivered backup data and images on the



local server, then a separate billable work order would be created based on the time and materials required to support the event.

10. Data and images housed in the Anthem/GRM Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 tiff. All data and images hosted in the data center are the property of the Fort Bend County Clerk.
11. The project schedule is subject to resource availability (both Manatron and County). Once contract acceptance has occurred, a project execution plan with a project schedule will be provided to the County for acceptance.
12. The County will be responsible for providing all Anthem/GRM Recorder production system hardware, infrastructure and environmental space, power requirements, and access by Manatron for installation testing to the data center and operation.
13. The County will provide the SSL Certificate for use with eCommerce and eRecording.
14. High-speed remote access to application and database server(s) must be provided to the Manatron project team members at agreed upon times for set-up, configuration and testing. The date and times of the required access will be scheduled between Manatron and the County in advance by the respective project managers.
15. The County will be responsible for testing and reviewing the data on the remote server and providing approval for cut-over production.
16. All documentation provided by Manatron is provided "as-is."
17. Manatron will provide training for County IS personnel as it relates to the configuration of the local SQL server database for transactional replication and troubleshooting. This will allow for a working knowledge of the solution and any interdependencies.
18. Manatron recommends running 100mbps Ethernet connections to the desktop.
19. Future technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

## DEFINITION OF SEVERITY LEVELS

Manatron shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and Manatron's responses are detailed in the Records Management Master Agreement dated October 9, 2007 between the County and Manatron.

## PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Dianne Wilson, County Clerk	County Sponsor	281.341.8686 <a href="mailto:dianne.wilson@co.fort-bend.tx.us">dianne.wilson@co.fort-bend.tx.us</a>	Accepts deliverables; approves changes
Wade Peikert	Manatron Sponsor	866.917.4354 x7181 <a href="mailto:wade.peikert@manatron.com">wade.peikert@manatron.com</a>	Point of escalation; approves change.
Clay Elliott, IT Operations Manager	County Project Manager	281.341.4588 <a href="mailto:clay.elliott@co.fort-bend.tx.us">clay.elliott@co.fort-bend.tx.us</a>	Monitors schedule and deliverables; coordinates County responsibilities.
TBD	Manatron Project Manager		Monitors schedule and deliverables; coordinates Manatron responsibilities.
TBD	Manatron Product Manager		Provides guidance to professional services staff.
TBD	Manatron Consultant(s)		Business analysis, training, and on-site support.
TBD	Manatron System Engineer(s)		Consultation and/or configuration of hosted servers, and County peripherals.
TBD	Manatron Development Lead		Testing and installation of software; conversion.

## IMPLEMENTATION DELIVERABLES

Deliverables refer to what a project is to produce. With this HIPA Plus implementation project, the deliverables fall into several categories: hardware deliverables, software deliverables, remote data center deliverables, training deliverables, data/image conversion deliverables, documentation deliverables, and project management deliverables.

### *HARDWARE AND SOFTWARE DELIVERABLES*

Hardware and software deliverables are listed at the beginning of this document. The County will confirm with Manatron all peripheral hardware in the existing configuration that will need to be utilized in the new configuration. Manatron will confirm with the County that any existing devices to be used in the new configuration meet minimum specifications and will function properly.

### *REMOTE DATA CENTER DELIVERABLES*

Remote Data Center deliverables are described in "Attachment 3 - Managed Services Hosting Agreement" located at the end of this document.

All remote hardware and software and data center infrastructure are provided within the proposed HIPA Plus hosting services described in this Statement of Work. The County will be provided with 2 TB of data storage which should be sufficient based on current estimates. Manatron will be responsible for system set-up, configuration, and establishing communication with the County's network.

### *PROJECT MANAGEMENT DELIVERABLES*

A detailed project plan and schedule will specify how the project will be managed. It will include detailed communication plans, roles and responsibilities, risk mitigation plans, and the change management process, including information on:

- Meeting minutes and status reports;
- Change requests;
- Risk management;
- Issue tracking.

### *COUNTY RESPONSIBILITIES*

The County shall cooperate with Manatron and promptly perform the County's responsibilities to assist Manatron in its installation of the Manatron HIPA PLUS solution, including, but not limited to, those responsibilities set forth below.

### *SITE PREPARATION AND MAINTENANCE*

The County shall:

- Prepare the local production site to facilitate communication between the data center and the Manatron Anthem/GRM Recorder and AgendaQuicksolutions in accordance with instructions provided by Manatron;
- Determine that the HIPA Plus hosting system meets requirements; and
- Provide access to the local production system as needed.

The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring required for hardware, and the protection of wiring from any damage. This includes environments for testing, training, and production support.

### *COUNTY PROJECT MANAGER*

The County shall appoint a project manager with sufficient time and technical expertise to ensure the timely achievement of the timeline and with sufficient authority to sign the acceptance criteria. Any delays caused by delays in appointing a project manager will extend Manatron's delivery and installation deadlines. The project manager will have authority to act for the County and make decisions regarding the day-to-day operations, provide information and materials to Manatron, provide access to the County's staff to answer questions, coordinate the County activities and responsibilities for the project, and communicate with Manatron concerning the County's performance. The County may change their project manager upon prior written notice to Manatron.

### *NON-MANATRON HARDWARE AND NON-MANATRON SOFTWARE ACQUISITION*

The County shall acquire all necessary hardware, third-party software for the server (i.e., workstations, printers, scanners, firewall appliance, SSL certificates, etc.), and any other necessary third-party software not specified in this SOW directly from a hardware manufacturer, vendor, or other supplier within the time frames required by the project timeline.

### *ON-SITE OFFICE VISITS*

Access to the County's facilities must be available to the Manatron project team members for the duration of any on-site visits. The date and times of the required access will be scheduled between Manatron and County project managers in advance of the visits. The County shall make office space available for Manatron personnel while on-site (a minimum of one (1) desk, one (1) telephone, and electrical outlets), and provide an analog phone line for remote connection.



### *ACCESS*

The County will provide a secure connection for remote access to facilitate Manatron's support of the system. This can be accomplished via VPN connection for Manatron personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

### *LAN*

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

### *NETWORK ADMINISTRATION AND OPERATING SYSTEM SECURITY*

The County shall provide trained personnel to administer its network and manage its domain, including security access.

## PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PROCEDURES

### COMMUNICATIONS PLAN

In order to keep the County and Manatron project managers and the project team informed on the progress of the project, a communications plan will be created for the project execution plan. The communications plan specifies:

- Meeting schedule;
- What information the weekly status reports will contain; and
- Distribution.

### PROJECT STATUS MEETINGS

The County and Manatron project managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions, and ensure the success of the project. Project team members will also meet as required.

### LOCATION OF PROJECT DOCUMENTS, DELIVERABLES AND FILES

Soft copies of project documents, deliverables, status reports, meeting notes, etc. will be kept by the Manatron project manager electronically and are available upon request.

### ISSUE-TRACKING AND RESOLUTION PROCEDURES

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

### *ISSUE-TRACKING STRATEGY*

Issues may be identified by any project team member and escalated to the County and Manatron project managers for review.

- All issues will be logged, tracked and maintained by the Manatron project manager;
- The Issues Log (using Manatron's tracking system) will be made available to each stakeholder upon request;
- Project sponsors will be notified of any issues with potential risk to project scope, schedule, or cost.

### *ISSUE RESPONSE AND RESOLUTION*

The Manatron and County project managers will determine activities necessary for responding to issues. They will assign these activities to appropriate team members and are responsible for monitoring whether or not these activities are being completed, and whether or not they are effective in reducing the impact of an issue. They will report progress at team meetings, including the effectiveness of previous resolution plans.

### *CHANGE MANAGEMENT PROCESS*

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates and schedules.

A Change of Scope is defined as a change to any of the following:

- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the Manatron application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in Manatron's Change Management System. The County or Manatron can initiate these Change Requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

Manatron shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of Manatron's evaluation shall be added to and become part of the Change Request. If Manatron's evaluation of the request is positive, Manatron will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If Manatron's evaluation is negative, Manatron will provide their rationale for not recommending the change.

Manatron will work jointly with the County to determine mutual interest in pursuing the Change Request. The County may accept or reject the proposed solution. Should mutual agreement be reached, Manatron shall submit feedback to the County, including impact to timing and price of implementation and maintenance.

### *RISK CONTINGENCY OUTLINE*

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, the impact to the project can be minimized if one of these issues occurs.

### *OUTLINED RISKS*

The project plan will provide a description of the potential risks ("Risk Register") associated with this project, as well as suggested mitigation. A Risk Register is developed as a result of the findings completed in the planning phase. The Manatron project manager will work with the County project manager to detail specific known risks as a deliverable during the analysis phase. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County project manager and the Manatron project manager and may increase the price of the project and/or require added time.

## PRICE

The following outlines the HIPA Plus hosting services proposed.

<b>Manatron HIPA Plus Hosting Services</b>	<b>Extended Price</b>
<p>HIPA Plus Hosting Services</p> <ul style="list-style-type: none"> <li>• HIPA Plus transactional data replication of Anthem/GRM Recorder and AgendaQuick production server to the Indianapolis data center</li> <li>• HIPA Plus Hosted Internet Public Access with eCommerce and eRecording</li> <li>• County to provide SSL certificate for eCommerce and eRecording</li> <li>• 2TB of storage</li> </ul> <p>Includes all Anthem/GRM Recorder and AgendaQuick server and web server data storage hardware located at the data center, Microsoft SQL Server database software, and all supporting infrastructure to ensure high availability.</p> <p>Includes Manatron Project Management, Technical Services and Database Services.</p> <ul style="list-style-type: none"> <li>• One-time set-up fee</li> <li>• Recurring Manatron applications monthly fee for 36 months (\$3,632.00 per month, or \$43,584.00 per year)</li> </ul>	         <div>\$ 10,079.00</div> <div>\$130,752.00</div>
<b>Total Fees for HIPA Plus Hosting Services</b>	<b>\$140,831.00</b>



## ATTACHMENT 1 – AGREEMENT TO SOW

### Statement of Work Agreed and Accepted:

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through Manatron's Change Management Process.

This Statement of Work will confirm all requests for software and/or services as outlined and at the prices indicated. This will be an addendum to the Records Management Master Agreement dated October 9, 2007 between the County and Manatron. All terms and conditions of that agreement will pertain.

### Billing for HIPA Plus:

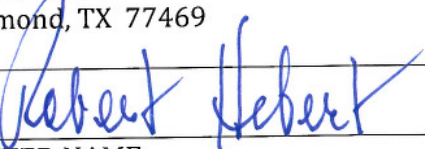

The set-up service fees (\$10,079.00) are due upon completion of system set-up.

Monthly billing of \$3,632.00 for HIPA Plus will begin upon the signing of Acceptance Form 1.

The total amount of one-time fees that will be billed to the County for set-up services is \$10,079.00. This total includes travel expenses. HIPA Plus hosting fees are \$3,632.00 per month for 36 months. The total fees for the full 36 months are \$140,831.00.

#### Fort Bend County, TX:

#### Manatron:

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY: 	BY: 
PRINTED NAME: Robert E. Hebert	PRINTED NAME: Janet Buis-Miller
TITLE: County Judge	TITLE: Director of Finance and Accounting
DATE: June 26, 2012	DATE: June 25, 2012

*This agreement is not effective until executed by all parties.*

## ATTACHMENT 2– ACCEPTANCE FORMS

### ACCEPTANCE FORM 1 – HIPA PLUS COMPLETION OF SET-UP

**Purpose:**

The purpose of this acceptance form is for the County to sign off on that the remote data center is set up, to agree that the system is ready for testing with the County, to agree that Manatron should proceed to the next phase through the life cycle of this project, and to accept billing for this phase.

**Outputs:**

1. Manatron has conducted a project kick-off meeting with the County.
2. The project schedule has been delivered for the County to review.
3. The County server and infrastructure configuration at the HIPA Plus remote data center has been set up, and the index and image data is available for replication testing.
4. The Anthem/GRM Recorder and AgendaQuick applications and the Microsoft SQL server database have been loaded and configured at the data center.

These services were completed on \_\_\_\_\_.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Records Management Master Agreement dated October 9, 2007, the County will be billed 100% of the HIPA Plus set-up services price (**\$10,079.00**). **Monthly billing of \$3,632.00 for HIPA Plus recurring fees will begin** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

**Fort Bend County, TX:****Manatron:**

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:



## ACCEPTANCE FORM 2 – GO-LIVE

**Purpose:**

The purpose of this acceptance form is for the County to sign off on the Go-Live phase and to agree that the HIPA Plus service is ready for production use.

**Outputs:**

1. Manatron has completed the set-up and testing of the replication of indexes and images with the Anthem/GRM Recorder and AgendaQuick production system.
2. Manatron has configured and tested Anthem/GRM and AgendaQuick Internet Public Access according to the County configuration.
3. The County has viewed and tested each of the system components and accepts the system.
4. The system is functioning as described in this Statement of Work with no Severity Level ONE issues outstanding. Any other outstanding issues have been documented for follow up with the support teams.
5. The County authorizes the system to move into production mode.

These items were completed on \_\_\_\_\_.

We, the undersigned, agree that this work is complete under the conditions of this Statement of Work and the Records Management Master Agreement dated October 9, 2007. The County agrees that this project is complete.

**Fort Bend County, TX:****Manatron:**

Fort Bend County 301 Jackson Street Richmond, TX 77469	Manatron, Inc. 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

### **ATTACHMENT 3 – MANAGED SERVICES HOSTING AGREEMENT**

An incident is defined as any time the system is inaccessible to the public. The County will own the telecommunication (VPN) line that provides the data to the data center and will be first-line support; however, there may be an issue that is out of Manatron's control that will temporarily affect the database replication. Manatron will initiate a support call, monitor progress, and monitor the telecommunication line. Database replication is not included in the credit percentage section of this SOW. The telecommunication within the data center that provides availability to the records/website once on the server is included in the credit percentages and is owned by the data center.

The SOW applies only when the County is agreeing to a term commitment of thirty-six (36) months for the Manatron applications. If the County decides to terminate the service, the County will be responsible for data center charges through the Manatron application's thirty-six-month commitment. Manatron reserves the right to amend the SOW from time to time effective upon notice to County, provided that in the event of any amendment resulting in a material reduction of the service levels, the change request sets forth County's sole remedies for any claim relating to the services, including any failure to meet any guarantee set forth in the change request. The Data Center records and data shall be the basis for all change request calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in a month shall not exceed 10% of the monthly recurring fee.

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management, or other Data Center policies relating to the Data Center service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the infrastructure availability, and the County will have no right to any service credit or other remedy under a change request or otherwise with respect to such disruption. The County will pay Manatron at the current published rates for reasonable remedial services resulting from the County's actions.

Manatron will provide the County with written notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. The Data Center designs its services around an N+ 1-redundancy philosophy that is used to minimize outages during planned change controls. The Data Center will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, the Data Center reserves the right to proceed with any change control if it is determined by the Data Center, in its sole discretion, that a change control is necessary to maintain the overall integrity of the services and/or the change control will not cause harm to the County.

#### **Infrastructure Availability:**

Infrastructure shall consist of the following components that are provided as part of the Data Center services:

- Co-location space reserved for use by the County in the Data Center, including quarter, half, or full cabinets and cage space;
- Power provided to County's co-location space; and
- Internet access provided to the County from the Data Center Internet Backbone.

In the event that Manatron fails to meet its stated Infrastructure Availability in any given month during the service term, County shall be entitled to receive a credit (as the sole and exclusive remedy hereunder) by providing Manatron with a written request for a service credit within sixty (60) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the service credit shall

be determined by the percentage in accordance with the table shown below; the credit percentage will be off the monthly recurring fee.

**Incident Management Availability Matrix**

<u>Infrastructure Availability Percentage</u>	<u>Credit Percentage</u>
100%	0%
<99.99% > 99.5%	1%
<99.5% > 99.0%	2%
<99.0% > 98.5%	3.5%
<98.5% > 95.0%	5%
<95.0%	10%



# MANATRON

A Thomson Reuters Business

## Maintenance and Support Schedule and/or Note Schedule

For Internal Use Only

0018967

10/15/2015

MAN14710QTR

ACCT# 4308100

FORT BEND COUNTY CLERK

ATTN: PURCHASING DEPT

301 JACKSON

**THIS IS NOT AN INVOICE!**

RICHMOND TX 77469

OCT-SEPT

1.00 MQ	QUARTERLY MAINTENANCE & SUPPORT	\$0.00	\$0.00
1.00 PER	THE PERIOD 10/01/15-12/31/15 FOR	\$0.00	\$0.00
1.00 CON	CONTRACT #TX110311FBC FOR	\$0.00	\$0.00
1.00 AUM-RECORDER-S	A2 Recorder System Spt	\$8,928.31	\$8,928.31
1.00 AUM-ERECORDING-S	eRecording Support	\$4,580.28	\$4,580.28
1.00 AUM-PUBLIC ACCESS-S	Public Access Spt	\$4,784.56	\$4,784.56
1.00 AUM-VITALS-S	Vital Records Spt	\$665.22	\$665.22
1.00 AI INDEX-S	Automated Indexing System Spt	\$4,678.68	\$4,678.68
1.00 AUM-REDACTION-S	A2 Automated Redaction System Spt	\$0.00	\$0.00
1.00 NETMINUTES-S	NetMinutes SW Spt	\$2,110.12	\$2,110.12
1.00 AGENDA LINK-S	AgendaQuick Link SW Spt *INCLUDED*	\$0.00	\$0.00
1.00 VERITY-S	Verity Lic SW Spt *INCLUDED*	\$0.00	\$0.00
1.00 JAVA VIEWER-S	ViewOne Sys Spt (2)	\$243.00	\$243.00
1.00 PRINT ACCELERATOR-S	Print Accelerator Spt (2)	\$137.75	\$137.75
1.00 LEAD TOOLS-S	Lead Tools SW Spt (55) *INCLUDED*	\$0.00	\$0.00
1.00 PIXTOOL-S	Pix Tools Software Spt (26) *INCLUDED*	\$0.00	\$0.00
1.00 AUM-MARRIAGE-S	Marriage Lic SW Spt	\$886.95	\$886.95
1.00 SLA-4	Service Level 4 Support	\$1,330.43	\$1,330.43
1.00 CON	CONTRACT #TX072413FBC for	\$0.00	\$0.00
1.00 AGENDA LINK-S	AgendaQuick Link SW Spt-Archival Module	\$133.90	\$133.90

QTR X 4 QTR'S = \$ 112,916.80 should be  
total for yro.  
per a payor

Subtotal \$28,479.20  
Tax \$0.00  
Total \$28,479.20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1166 Avenue of the Americas Fax: (212) 345-3695 New York, NY 10036  101674-AII-GAWU-15-16	<b>CONTACT</b> NAME: PHONE (A/C, No, Ex): FAX (A/C, No): E-MAIL: ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Property &amp; Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Property & Casualty Insurance Company	20699	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Manatron, Inc., a Thomson Reuters Business 510 East Milham Avenue Portage, MI 49002															

**COVERAGES**

CERTIFICATE NUMBER:

NYC-006612117-11

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HDO G27391400	03/31/2015	03/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H08853083	03/31/2015	03/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XOO G27638223	03/31/2015	03/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C48146120 (AOS) RSC C48146132 (WI)	03/31/2015 03/31/2015	03/31/2016 03/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101. Additional Remarks Schedule, if more space is required)  
Fort Bend County, Texas is included as an Additional Insured (except workers' compensation) where required by written contract.  
Waiver of Subrogation is applicable where required by written contract with respect to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**Fort Bend County, Texas  
301 Jackson Street  
Richmond, TX 77469

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Michaela Grasshoff

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AGENCY CUSTOMER ID: 101674

LOC #: New York



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Manatron, Inc., a Thomson Reuters Business 510 East Milham Avenue Portage, MI 49002
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Each of the insurance policies referenced above provides that should such policy be cancelled by the insurer before the expiration date of the premium, thereof for any reason other than non-payment of premium, the issuing company will endeavor to mail 30 days written notice thereof to the certificate holder, but failure to provide such notice shall impose no obligation or liability of any kind upon the insurer or its agents or representatives will not extend any policy cancellation date and will not negate any cancellation of the policy.

# RECORDS MANAGEMENT MASTER AGREEMENT

## Signature Page

WHEREAS, Ft. Bend County, Texas ("Client"), a political subdivision of the State of Texas, and Hart InterCivic, Inc. ("Hart") executed the "Fort Bend County Sublicense Agreement" on December 22, 1993; and

WHEREAS, Manatron, Inc. ("Manatron"), a Michigan corporation authorized to do business in the State of Texas, acquired Hart's Records Management Solutions Business, including the "Fort Bend County Sublicense Agreement" on September 1, 2007;

WHEREAS, Client and Manatron wish for this Records Management Master Agreement to supercede the "Fort Bend County Sublicense Agreement."

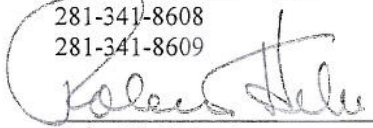
NOW, THEREFORE, Client and Manatron desire to execute this Records Management Master Agreement

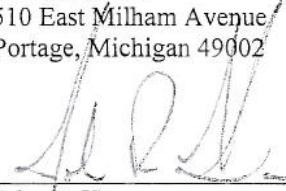
This Records Management Master Agreement ("**Master Agreement**") is entered into by and between Manatron and Client. This Master Agreement sets forth the general terms under which Client will purchase, license or sublicense products and services from Manatron. Manatron and Client will from time to time enter into one or more Integrated Systems Installation, Annual Software License and Maintenance and/or Professional Services Supplemental Agreement(s) ("**Supplemental Agreements**") which will refer to this Master Agreement and describe the specific products, services, pricing, and additional terms under which Client will purchase, license or sublicense products and services from Manatron. The combination of this Master Agreement and the Supplemental Agreements constitute the entire agreement between Manatron and Client.

The Effective Date of this Master Agreement is October 9, 2007.

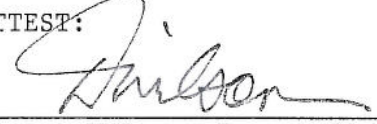
Client acknowledges it has read and understands this Master Agreement (including all Supplemental Agreements, schedules and amendments).

Agreed and Accepted:

**Client**  
 Name: Fort Bend County, Texas  
 Address: 301 Jackson Street, Suite 719  
 Richmond, Texas 77469  
 Telephone: 281-341-8608  
 Facsimile: 281-341-8609  
 Executed by:   
 Name: Robert E. Hebert  
 Title: County Judge

**Manatron**  
 Manatron, Inc.  
 510 East Milham Avenue  
 Portage, Michigan 49002  
  
 John R. Hansen  
 Director of Risk Management

*This Agreement is not effective until executed by both parties.*

ATTEST:  
  
 Dianne Wilson, County Clerk



Manatron, Inc.  
**Master Agreement**

**1. DEFINITIONS.**

1.1 **"Client"** has the meaning set forth in the signature page.

1.2 **"Description of Maintenance Services"** means a document, as amended from time to time, prepared by Manatron describing the scope and terms of Maintenance Services available from Manatron under Annual Software License and Maintenance Supplemental Agreements.

1.3 **"Effective Date"** has the meaning set forth in the signature page.

1.4 **"Hardware"** means the hardware identified in one or more Integrated Systems Installation Supplemental Agreement(s).

1.5 **"Manatron"** means Manatron, Inc., a Michigan corporation authorized to do business in the State of Texas.

1.6 **"Manatron Proprietary Software"** means the executable version of computer programs and computer code owned by Manatron which are licensed to Client pursuant to one or more Annual Software License and Maintenance Supplemental Agreement(s), and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements and other modifications, including any custom modifications, to such computer programs and code which are provided to Client, and all copies of the foregoing. Manatron Proprietary Software also includes all documentation provided by Manatron to Client with respect to these computer programs and code, excluding maintenance diagnostics, and the source code version of the programs and code when provided pursuant to a Supplemental Agreement, and all copies of the foregoing. Manatron Proprietary Software licensed to Client is identified as "Licensed Manatron Proprietary Software" in Section 2.1 (Licensed Manatron Proprietary Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).

1.7 **"Installation Date"** means (a) the date Manatron completes installation (as determined by Manatron), or (b) if the relevant Supplemental Agreement specifically designates such date, the Installation Date as specified in such Supplemental Agreement, or, (c) if Hardware or Software is to be installed by Client, the tenth calendar day following receipt by Client.

1.8 **"Integrated System"** means Hardware and/or Software that is integrated and installed by Manatron for Client pursuant to one or more Integrated System Installation Supplemental Agreement(s).

1.9 **"Licensed Location"** means the location where an item of Software is licensed for Use as designated in an Annual Software License and Maintenance Supplemental Agreement.

1.10 **"Licensed Server"** means the Hardware on which an item of Software is licensed for Use as designated in an

Annual Software License and Maintenance Supplemental Agreement.

1.11 **"Licensor"** means the licensor(s), respectively, of the Non-Manatron Software, as listed in Section 2.2 (Non-Manatron Sublicensed Software) and 2.3 (Non-Manatron Other Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).

1.12 **"Maintenance Services"** means the level of maintenance service (Level One, Basic Level of Service (Mandatory); Level Two, Extended Service (Optional); or, Level Three, Extended Service (Optional)) in Exhibit A (Pricing and Inventory) of an Annual Software License and Maintenance Supplemental Agreement selected by Client, which Manatron will provide to Client under such Supplemental Agreement. The Maintenance Services are more specifically described in the Description of Maintenance Services attached to such Supplemental Agreement.

1.13 **"Master Agreement"** has the meaning set forth in the signature page.

1.14 **"Non-Manatron Software"** means the executable version of computer programs owned by third parties that are provided by Manatron to Client pursuant to sublicense(s) under one or more Annual Software License and Maintenance Supplemental Agreement(s) or license(s) directly from the third party Licensor, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements and other modifications to such computer programs which are provided to Client, and all copies of the foregoing. Non-Manatron Software also includes all documentation provided to Client with respect to these computer programs. Non-Manatron Software provided to Client is identified as "Non-Manatron Sublicensed Software" or "Non-Manatron Other Software" in Sections 2.2 and 2.3, respectively, of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).

1.15 **"Non-Manatron Other Software"** means Non-Manatron Software that is licensed by a third party Licensor directly to Client. Non-Manatron Other Software is identified in Section 2.3 (Non-Manatron Other Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).

1.16 **"Non-Manatron Sublicensed Software"** means Non-Manatron Software that is sublicensed by Manatron to Client pursuant to sublicense(s) under one or more Annual Software License and Maintenance Supplemental Agreement(s). Non-Manatron Sublicensed Software is identified in Section 2.2 (Non-Manatron Sublicensed Software) of Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s).



1.17 **"Number of Licensed Users"** means the number of users licensed to use an item of Manatron Proprietary Software or Non-Manatron Sublicensed Software as set forth in Exhibit A to the applicable Annual Software License and Maintenance Supplemental Agreement.

1.18 **"Products"** means the Hardware, Software, and all other documentation provided by Manatron to Client under this Master Agreement and any Supplemental Agreements.

1.19 **"Proprietary and Confidential Information"** means Software, diagnostics, documentation (including manuals), Hardware and Software configuration, Integrated Systems design and configuration, training materials, user guides, trade secrets, source code and related documentation, and any other information confidential to Manatron or its suppliers or Licensors. Proprietary and Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Client) publicly known or is contained in a publicly available document; (b) is furnished by Manatron to others without restrictions similar to those imposed by this Master Agreement and the Supplemental Agreements; (c) is rightfully in Client's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement and the Supplemental Agreements or any prior agreements between Manatron and Client; or (d) is independently developed by employees or agents of Client who can be shown to have had no access to the Proprietary and Confidential Information.

1.20 **"Services"** means the services to be performed by Manatron for Client as identified on one or more Supplemental Agreement(s).

1.21 **"Software"** means the Manatron Proprietary Software and Non-Manatron Software.

1.22 **"Supplemental Agreements"** has the meaning set forth on the signature page. The types of Supplemental Agreements are: Integrated Systems Installation Supplemental Agreement, Annual Software License and Maintenance Supplemental Agreement and Professional Services Supplemental Agreement.

1.23 **"Use"** means reading the Manatron Proprietary Software or Non-Manatron Sublicensed Software into and out of memory and the execution of such Software, in whole or in part, by the Licensed Server.

## 2. SUPPLEMENTAL AGREEMENTS.

2.1 Supplemental Agreements. Manatron will furnish to Client and Client will accept and pay for Products, Services and Integrated Systems itemized on Supplemental Agreements entered into by Client and Manatron, which together with the terms in the Supplemental Agreements, are an integral part of this Master Agreement. Supplemental Agreements will refer to this Master Agreement by number and will be signed by Client and Manatron. All references to Products, Services and Integrated Systems in this Master Agreement are to the Products, Services and Integrated

Systems listed on any Supplemental Agreements submitted to and accepted by Manatron pursuant to Sections 2.2 and 2.3, as modified by any Change Requests entered into by Client and Manatron pursuant to Section 2.4.

2.2 Additional Requests. Client may order additional Products, Services and Integrated Systems under this Master Agreement by submitting properly completed Supplemental Agreements referencing this Master Agreement, signed by an authorized representative of Client. Under no circumstances will additional orders be effective until accepted in writing by Manatron.

2.3 Subject to Acceptance. All Supplemental Agreements are subject to acceptance by Manatron. Manatron's acceptance will be effective when Manatron signs the Supplemental Agreements. Manatron's receipt or deposit of a Client purchase order or down payment will not constitute acceptance of a Supplemental Agreement. Manatron will return any down payment received from Client if Manatron does not accept the Supplemental Agreement.

2.4 Change Request. Client and Manatron may at any time modify a Supplemental Agreement by written Change Request, signed by both parties, identifying the modified Supplemental Agreement and specifying the modifications to at least the same degree of specificity as in the original specifications. The Change Request will include all changes and additions being made to the terms of the applicable Supplemental Agreement. Manatron will not be bound by any modifications to a Supplemental Agreement unless made by written Change Request signed by authorized representatives of both parties. A Change Request, when signed by both parties, will be subject to the terms of the applicable Supplemental Agreement, as modified by the Change Request, and this Master Agreement.

2.5 Substitution. With notification to Client and Client's prior approval, such approval not to be unreasonably denied, Manatron may substitute Product(s) of equivalent or superior functionality and performance in the event that any of the Product(s) ordered are not available. If Manatron reasonably determines that the substitute Product(s) would be more suitable, this substitute will be documented on the Change Request Form, modifying the Hardware or Software listed in Exhibit A (Pricing and Inventory) of the applicable Supplemental Agreement(s) and submitted to Client for approval, which approval shall not be unreasonably withheld.

2.6 Training. Manatron will provide training to Client's personnel as specified in one or more Integrated System Installation Supplemental Agreement(s) or Professional Services Supplemental Agreement(s). Client will be responsible for all training not specifically provided for in Supplemental Agreement(s).

## 3. LICENSES AND SUBLICENSES.

3.1 Supplemental Agreements. Manatron will provide Client with licenses and sublicenses under Section 3.2 to the Manatron Proprietary Software and Non-Manatron



Manatron, Inc.  
Master Agreement

Sublicensed Software, respectively, which is specified by Manatron and Client in Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s). Licenses and sublicenses provided under an Annual Software License and Maintenance Supplemental Agreement will begin with the date of the Annual Software License and Maintenance Supplemental Agreement and end upon termination or expiration of such agreement. The terms of this Agreement, including but not limited to this Section 3, and the terms of the applicable Annual Software License and Maintenance Supplemental Agreement will apply to all licenses of Manatron Proprietary Software and to all sublicenses of Non-Manatron Sublicensed Software. In some cases, Non-Manatron Software (consisting of Non-Manatron Other Software) may be provided subject to a license directly from the Licensor to Client. If a separate license agreement applies to or accompanies Non-Manatron Software, then the separate license agreement terms will apply and supersede the license terms in this Master Agreement and the Supplemental Agreements for that Non-Manatron Software. Client agrees to comply with the terms of all licenses governing Manatron Proprietary Software and Non-Manatron Software.

**3.2 Licenses and Sublicenses.** Manatron grants to Client a personal, non-exclusive, nontransferable limited license or sublicense to Use the Manatron Proprietary Software and Non-Manatron Sublicensed Software, respectively, which is identified as licensed or sublicensed to Client in Exhibit A (Pricing and Inventory) of one or more Annual Software License and Maintenance Supplemental Agreement(s). Client is licensed or sublicensed to Use the Manatron Proprietary Software and Non-Manatron Sublicensed Software only for Client's internal data processing requirements at the Licensed Location on the Licensed Server by the Number of Licensed Users, each as specified in the applicable Annual Software License and Maintenance Supplemental Agreement. Client may temporarily transfer the Manatron Proprietary Software and Non-Manatron Sublicensed Software to a back-up server at an alternative location within Client's county of operation if the Licensed Server is inoperative or the Licensed Location is temporarily unavailable. Unless otherwise provided in the applicable Annual Software License and Maintenance Supplemental Agreement, Client will only be provided and permitted to use the executable form of Manatron Proprietary Software and Non-Manatron Sublicensed Software and such use must be in connection with the application package provide by Manatron. Client agrees that Manatron or its representatives may periodically inspect and audit, at mutually agreed upon times during normal business hours, the computer site, Integrated Systems and appropriate records of Client to verify Client's compliance with the terms of this Master Agreement and all applicable Supplemental Agreement(s) with respect to the Software supplied by Manatron.

**3.3 Protection of Software.**

(a) Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, modification or de-compilation of any Software. (b) Client shall not modify, assign, transfer, sublicense, time-share, rent, copy or duplicate the Software; provided, Client may have in its possession a reasonable number of copies of the Software for inactive archival or back-up purposes. All copies of the Software, in whole or in part, must contain all of Manatron's and the third party Licensor's titles, trademarks, copyright notices and other restrictive and proprietary notices and legends (including government restricted rights) as they appear on the copies of the Software provided to Client. Client shall notify Manatron of the following:

(i) the location of all Software and all copies thereof, and

(ii) any circumstances known to Client regarding any unauthorized possession or use of the Software.

(c) Upon termination of Client's license or sublicense of Software, Client shall immediately discontinue all use of the Software and return to Manatron or destroy, at Manatron's option, the Software (and all related documentation and Proprietary and Confidential Information) and all archival, back-up and other copies thereof, and provide certification to Manatron of such return or destruction.

(d) Client shall not publish any results of benchmark tests run on any Software.

(e) Client shall not relocate the Manatron Proprietary Software or Non-Manatron Sublicensed Software from the Licensed Location, except as permitted in Section 3.2.

(f) Client shall maintain the Manatron Proprietary Software and Non-Manatron Sublicensed Software in confidence and comply with the terms of Section 7, Protection of Proprietary and Confidential Information, with respect to such Software.

(g) The terms of this Section 3.3 will survive the termination or expiration of this Agreement and the applicable Annual Software License and Maintenance Supplemental Agreement.

**3.4 No Transfer of Title.** This Agreement does not transfer to Client title to any Software, intellectual property contained in any Software, or Proprietary and Confidential Information. Title to Manatron Proprietary Software and all copies thereof, and all associated intellectual property rights therein, will remain in Manatron. Title to Non-Manatron Software and all copies thereof, and all associated intellectual property rights therein, will remain in the applicable third party Licensor.

**3.5 Inherently Dangerous Applications.** The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Client shall not use the Software in any inherently dangerous application and agrees that



Manatron and any third party licensor will not be liable for any claims or damages arising from such use.

#### 4. MAINTENANCE SERVICES.

4.1 Maintenance. Manatron will provide Maintenance Services to the extent provided for in Annual Software License and Maintenance Supplemental Agreement(s) or Professional Services Supplemental Agreement(s) and pursuant to the terms and conditions of Manatron's Description of Maintenance Services, as amended from time to time. Manatron will make best commercially reasonable efforts to remedy or provide a reasonable work-around for defects, errors or malfunctions in Manatron Proprietary Software which have a significant adverse affect upon operation of the Manatron Proprietary Software or Integrated System, as applicable, and which are promptly reported by Client to Manatron. Because not all errors or defects can or need be corrected, it is possible that some errors or defects will not be corrected. Errors or defects must be reported on Manatron's Client Service Request Form, Exhibit C to the applicable Annual Software License and Maintenance Supplemental Agreement and be accompanied with sufficient detail, if available, to enable Manatron to reproduce the error and provide a remedy or suitable work-around. The remedies and obligations set forth in this Section 4.0 are the full extent of Client's remedies and the full extent of Manatron's obligations with respect to errors, defects or malfunctions of the Integrated System, Manatron Proprietary Software and Non-Manatron Sublicensed Software.

4.2 Limitation. Manatron will not provide Maintenance Services if alterations to Products or Integrated Systems which are not made by or coordinated with Manatron or attachments to Products or Integrated Systems which are not provided and installed by or coordinated with Manatron directly or indirectly result in any malfunction, nonperformance or degradation of performance of Products or Integrated Systems.

##### 4.3 Exclusions.

(a) Maintenance Services apply only to properly configured Products. This exclusion for improper configuration is not applicable to Maintenance Services for any Hardware or Software installed by Manatron or under Manatron supervision, unless Client or any third party has changed the configuration without Manatron's supervision. Maintenance Services also apply only at the minimum Hardware and Software levels designated by Manatron for support of the applicable Product specifications.

(b) Maintenance Services do not include correction or repair of defects, errors or malfunctions, including any related to date data functionality, in the design, manufacture, materials or workmanship of either (i) Non-Manatron Other Software, or (ii) Hardware.

(c) Maintenance Services described in this Section 4 and under Annual Software License and Maintenance Supplemental Agreement(s), including the Description of

Maintenance Services exhibit, do not cover defects, errors or malfunctions which are not attributable to the relevant Manatron Proprietary Software or Integrated System or which are caused by any of the following: (i) de-installation, reinstallation or relocation of any item of Hardware by Client or any third party; (ii) Client's failure to follow operational or maintenance instructions as set forth in applicable documentation; (iii) the use of non-compatible media or supplies; (iv) repair, maintenance, modification or alteration of the Manatron Proprietary Software, Hardware or Integrated System by Client or third parties; (v) use of hardware or software not supplied or authorized by Manatron; (vi) external factors (e.g., power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (vii) failure to maintain proper site specifications and environmental conditions; (viii) negligence, accidents, neglect, misuse or tampering; (ix) improper or abnormal use or use under abnormal conditions; (x) use in a manner not authorized by this Master Agreement and any Supplemental Agreement(s) or use inconsistent with Manatron's specifications; (xi) Client's failure to comply with Client's responsibilities under Section 6; (xii) attachments or alterations not provided and installed by Manatron as further described in Section 4.4 or (xiii) the introduction of software viruses.

(d) Manatron reserves the right to charge on a time and materials basis for efforts expended due to problems caused by these maintenance exclusions, using Manatron's standard time and materials charges, subject to Client's prior approval.

##### 4.4 Alterations and Attachments.

(a) Client will be solely responsible for infringement, personal injury or damage to property, Products and Integrated Systems resulting from alterations to Products or Integrated Systems that are not made by Manatron or attachments to Products or Integrated Systems that are not provided and installed by Manatron.

(b) Client will give Manatron prior written notice of any proposed alterations or attachments to Products or Integrated Systems subject to Maintenance Services. Manatron has no obligation to provide Maintenance Services for Products or Integrated Systems containing alterations not made by Manatron or attachments not provided and installed by Manatron. If Manatron agrees to maintain, support or correct altered Products or Integrated Systems, Manatron may impose additional fees. Manatron is not responsible for a malfunction, nonperformance or degradation of performance of Products or Integrated Systems caused by or resulting directly or indirectly from any alteration or attachment unless Manatron has provided and installed the alteration or attachment and has informed Client that such adverse conditions will not occur. For purposes of this Master Agreement "alterations" includes, but is not limited to, the incorporation of components, boards and subassemblies not provided by Manatron into Products or Integrated Systems, as



Manatron, Inc.  
Master Agreement

well as modifications to Products or Integrated Systems that are not made by Manatron. "**Attachments**" includes any hardware, software, components or devices which are connected to Products or Integrated Systems and which are not provided by Manatron.

## 5. CHARGES; PAYMENT.

5.1 Charges. Charges for Products, Services and Integrated Systems will be identified and payable in accordance with the terms set forth in the relevant Supplemental Agreement(s). All payments are to be made to Manatron at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Manatron in a notice to Client.

5.2 Late Charges. All uncontested charges must be paid as agreed in a Supplemental Agreement. If invoiced, all payments are due no later than thirty (30) days from the date of receipt of invoice by Client. Manatron may impose a late payment charge on past due payments equal to the lesser of (a) 1% per month or (b) the maximum rate allowed by law.

5.3 Additional Charges. Subject to Manatron's notification to Client and Client's prior approval, additional charges may be assessed for services rendered outside contracted hours or beyond normal coverage at Client's request, including but not limited to travel expenses, premium and minimum charges.

5.4 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Client shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Client or Manatron of any of their respective legal rights and remedies against each other.

### 5.5 Price Protection.

(a) The prices for Products in any Supplemental Agreement will remain firm through delivery, unless through no fault of Manatron shipment takes place more than one year after the date of the Supplemental Agreement. If Manatron notifies Client that an increase in prices will apply to its order and the affected part of the order is not part of an Integrated System, Client may terminate the affected part of its order by giving written notice to Manatron within ten (10) days of the date of notification of the increase.

(b) Fees for Maintenance Services under an Annual Software License and Maintenance Supplemental Agreement will not be increased during the twenty-four (24) month period beginning with the Installation Date, but may be increased on the second (2<sup>nd</sup>) anniversary of the Installation Date and on each subsequent anniversary of the Installation Date with thirty (30) days prior written notice to Client.

(c) Fees for Software licenses, Software sublicenses and Services under Supplemental Agreements of at least one year will not be increased during the twenty-four (24) month period beginning with the Installation Date, but may be increased on the second (2<sup>nd</sup>) anniversary of the Installation

Date and on each subsequent anniversary of the Installation Date with thirty (30) days prior written notice to Client. If Software or Services are contracted on a month-to-month basis, the fees may be increased at any time with sixty (60) days prior written notice to Client.

(d) Manatron will limit the increase in annual license and support fees to 5% or the CPI, whichever is greater. The base for computing the adjustment is the Consumer Price Index All Urban Consumers for the Houston/Harris County area published by the United States Department of Labor, Bureau of Labor Statistics ("Index"). The Index published most immediately preceding the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the increase.

5.6 Taxes. If Client is tax exempt, Client will provide Manatron with proof of its tax-exempt status. If Client is not tax-exempt, (a) Client will pay any tax Manatron becomes obligated to pay in connection with this Agreement, exclusive of taxes based on the net income of Manatron, and (b) Client will pay all personal property and similar taxes assessed after shipment. If Client challenges the applicability of any such tax, Client shall pay the tax and may thereafter seek a refund.

5.7 Delivery. Unless otherwise specified in the relevant Supplemental Agreement, Manatron will arrange for delivery of Integrated Systems and Products to Client and delivery charges will be included in Manatron's pricing.

5.8 Installation. Unless otherwise provided in the relevant Supplemental Agreement, if the Supplemental Agreement provides for Manatron to install Integrated Systems or Products, (a) installation will be performed during Manatron normal working hours, (b) all installation will be subject to the then-current standard Manatron charges and conditions, and (c) if additional labor and rigging is required for installation due to Client's special site requirements, Client will pay those costs including costs to meet union or local law requirements.

## 6. CLIENT RESPONSIBILITIES.

6.1 Independent Determination. Client acknowledges that, based on Manatron's representations and Client's own due diligence, Client has determined that the Products, Services and Integrated Systems ordered under this Master Agreement and Supplemental Agreement(s) meet its requirements.

6.2 Cooperation. Client agrees to cooperate with Manatron and promptly perform Client's responsibilities under this Master Agreement, including but not limited to those set forth in any Supplemental Agreement. Client shall:

(a) provide adequate working and storage space for use by Manatron personnel near Hardware and Integrated Systems;

(b) provide Manatron full access to the Hardware, Software and Integrated Systems and sufficient computer time, subject only to Client's security rules;



Manatron, Inc.  
Master Agreement

(c) follow Manatron's procedures for placing service requests and determining if remedial service is required;

(d) follow Manatron's or manufacturer's instructions for operator maintenance and obtaining services;

(e) provide a memory dump and additional data in machine-readable form if requested;

(f) reproduce suspected errors or malfunctions in Software;

(g) install all Manatron Software and Non-Manatron Software releases supplied by Manatron within ninety (90) days after receipt of such release by Client or, if the applicable Supplemental Agreement provides for Manatron to install the releases, then Client shall fully cooperate with Manatron's installation of the Manatron Software and Non-Manatron Software releases, as applicable;

(h) provide timely access to key customer personnel and timely response to Manatron's questions; and

(i) otherwise cooperate with Manatron in its performance under this Master Agreement and Supplemental Agreements.

**6.3 Site Preparation.** Client is responsible for compliance with all local labor concerns and building codes. If Manatron is to install Products, Client shall prepare and maintain the installation site in accordance with the manufacturer's instructions and instructions provided by Manatron and ensure that these instructions are not in violation of labor laws or building ordinances. Client is responsible for environmental requirements, electrical interconnections and modifications to facilities for proper installation. Any delays in preparation of the installation site will correspondingly extend Manatron's delivery and installation deadlines.

**6.4 Site Maintenance.** Client shall maintain the appropriate operating environment, in accordance with the manufacturer's specifications and Manatron's specifications, for the Hardware, Software and Integrated Systems and all communications hardware, telephone lines, electric lines, cabling, modems, air conditioning and all other hardware and utilities necessary for the Hardware, Software and Integrated Systems to operate properly.

**6.5 Use.** Client is exclusively responsible for supervising, managing and controlling its use of the Hardware, Software and Integrated Systems, including but not limited to, establishing operating procedures and audit controls, supervising its employees, making daily backups, providing virus protection, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable manuals, instructions and specifications.

**6.6 Backups.** Client will maintain back-up data necessary to replace critical Client data in the event of loss or damage to data from any cause.

**6.7 Compliance with Third Party Contracts.** Client represents and warrants to Manatron that it does not have any contracts or other obligations to third parties, including but not limited to any license agreements or confidentiality obligations, that will be violated in any respect by Client's or Manatron's performance under this Master Agreement or any Supplemental Agreement(s).

## 7. PROTECTION OF PROPRIETARY AND CONFIDENTIAL INFORMATION.

**7.1 Manatron Proprietary and Confidential Information.** Client shall keep in confidence and protect Proprietary and Confidential Information from disclosure to third parties and restrict its use to uses expressly permitted under this Master Agreement and the Supplemental Agreements subject to the requirements of the Texas Public Information Act. Client shall take all reasonable steps to ensure that Proprietary and Confidential Information is not disclosed, copied, duplicated, misappropriated or used in any manner not expressly permitted by the terms of this Master Agreement and Supplemental Agreement(s). Client shall keep the Software and all tapes, CDs, diskettes and other physical embodiments of the software, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Client to use the Software. Client acknowledges that unauthorized disclosure of Proprietary and Confidential Information may cause substantial economic loss to Manatron or its suppliers and licensors. Client agrees not to copy Proprietary and Confidential Information, in whole or in part, except as expressly authorized by this Master Agreement and any Supplemental Agreement(s). Each permitted copy of Proprietary and Confidential Information, including its storage media, will be marked by Client to include all notices and legends (including government restricted rights) that appear on the original. Title, copyright and all other proprietary rights in and to the Software, at all times remain vested exclusively in Manatron or, as applicable, the respective third party licensors.

**7.2 Client Confidential Information.** Manatron acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Master Agreement and the Supplemental Agreements, be exposed to or acquire information that is confidential to the Client. Any and all information of any form obtained by Manatron or its employees or agents in the performance of this Master Agreement and the Supplemental Agreements shall be deemed to be confidential information of the Client. Any reports or other documents or items (including software) that result from the use of the confidential information by Manatron shall be treated with respect to confidentiality in the same manner as the Proprietary and Confidential Information. Confidential information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Manatron) publicly known or is contained in a publicly



Manatron, Inc.  
Master Agreement

available document; (b) is furnished by the Client to others without restrictions similar to those imposed by this Master Agreement and the Supplemental Agreements; (c) is rightfully in Manatron's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement and the Supplemental Agreements; or (d) is independently developed by employees or agents of Manatron who can be shown to have had no access to the confidential information.

**7.3 Return of Proprietary and Confidential Information.** Upon termination or cancellation of this Master Agreement, Client shall immediately destroy or return to Manatron, at Manatron's option, all Proprietary and Confidential Information in Client's possession or control (including Proprietary and Confidential Information incorporated in other software or writings) and provide certification to Manatron of such return or destruction. Upon termination of a Supplemental Agreement, Client shall immediately destroy or return, at Manatron's option, all Proprietary and Confidential Information in Client's possession or control (including Proprietary and Confidential Information incorporated in other software or writings) relating to such Supplemental Agreement, which is no longer licensed or sublicensed to Client pursuant to another Supplemental Agreement.

**7.4 Intellectual Properties.** All ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, schematics, blueprints and trade secrets developed by Manatron personnel (alone or jointly with Client) in connection with Proprietary and Confidential Information or Products, Services and Integrated Systems provided to Client will be the exclusive property of Manatron. Manatron grants to Client a non-exclusive, royalty-free license to use of any of the foregoing in connection with Client's use of the Products and/or Integrated System as permitted by the terms of this Master Agreement and the Supplemental Agreement(s).

**7.5 Support Materials.** Client acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary and Confidential Information of Manatron. Client will not use such materials. Manatron has the right to remove such materials from Client's facility at any time. This provision applies unless Client has specifically purchased or licensed such support materials pursuant to a Supplemental Agreement.

**7.6 Client Employees.** Client will inform its employees of their obligations under this Section 7 to ensure such obligations are met.

**7.7 Survival.** This Section 7 will survive termination or cancellation of this Agreement and the Supplemental Agreement(s).

## 8. TITLES; RISK OF LOSS.

**8.1 Hardware.** Title to Hardware and risk of loss of or damage to Hardware will pass to Client upon delivery to Client or Manatron as Client's agent.

### 8.2 Software.

(a) **Manatron Proprietary Software.** Title to Manatron Proprietary Software and all associated intellectual property rights will remain in Manatron, including but not limited to all copyrights, trade secrets, trademarks and other proprietary rights in and to the Manatron Proprietary Software.

(b) **Non-Manatron Software.** Title to Non-Manatron Software and all associated intellectual property rights will remain in the applicable third party Licensor including but not limited to all copyrights, trade secrets, trademarks and other proprietary rights in and to the Non-Manatron Software.

(c) **Risk of Loss.** Risk of loss to Software will pass to Client on the Installation Date, except to the extent covered by the limited warranties in Section 9 or Maintenance Services pursuant to an Annual Software License and Maintenance Supplemental Agreement, as applicable.

**8.3 Data.** Client will retain all title, rights, and ownership of all images and associated indexes, and other data created and/or acquired by use of the Hardware, Software and Integrated Systems as stored on magnetic disk, magnetic tape, optical disk, optical tape, CD-ROM disk (or other "like" electronic media that may be used).

**8.4 Proprietary and Confidential Information.** Title to Manatron's Proprietary and Confidential Information will remain in Manatron. Title to Proprietary and Confidential Information of Manatron's suppliers and licensors will remain in the relevant suppliers and licensors. Title to Client's confidential information will remain in Client.

## 9. REPRESENTATIONS AND WARRANTIES.

### 9.1 Software.

(a) **Title.** Manatron represents and warrants that it owns or has the right to license or sublicense the Manatron Proprietary Software and Non-Manatron Sublicensed Software licensed or sublicensed by Manatron to Client as provided for under Annual Software License and Maintenance Supplemental Agreement(s) or other prior Agreements.

(b) **Services.** Manatron warrants to Client that Manatron has the skill and knowledge ordinarily possessed by well-informed members of its trade and profession and Manatron will apply that skill and knowledge with care and diligence to perform Services under the Supplemental Agreements in accordance with best commercially reasonable professional standards and in accordance with industry standards. If Client believes Manatron has breached this warranty, Client shall promptly, and in any event within fourteen (14) days after Client becomes aware of the breach, notify Manatron in writing of the claimed breach, with substantiating documentation, and request that Manatron re-perform the



Services subject to the breach. If there is a breach of this warranty, Manatron shall re-perform the Services for which there has been a breach. Manatron will not be responsible under this warranty if Client fails to timely notify Manatron of the claimed breach or if Client fails to substantiate the breach with documentation. The remedy set forth in this section is Client's sole and exclusive remedy, and the full extent of Manatron's liability, for Manatron's breach of this warranty.

(c) Conformance to Specifications. Manatron warrants to Client that upon the Installation Date or, if there is an acceptance testing process upon acceptance by Client, the Hardware, Software and Integrated System, as applicable, will conform and perform materially to the specifications in the related Supplemental Agreement. Client shall inspect the Hardware Software and Integrated System for compliance with this warranty promptly upon receipt and installation. If Client believes Manatron has breached this warranty, Client shall within fourteen (14) days after Client knew or should have known of the breach, and in any event no later than ninety (90) days after the Installation Date (or date of acceptance if there is an acceptance testing process), notify Manatron in writing of the claimed breach, with substantiating documentation, and request that Manatron provide compliant Hardware, Software and Integrated System, as applicable, or, at Manatron's election, refund the amount paid for the Hardware, Software and Integrated System subject to the breach. If there is a material breach of this warranty, Manatron will, at Manatron's election, either provide materially compliant Hardware, Software and Integrated System, as applicable, for which there has been a material breach or refund the amount paid by Client with respect to the Hardware, Software and Integrated System, as applicable, for which there has been a material breach. Because not all errors or defects can or need to be corrected, it is possible that some errors or defects will not be corrected. Errors or defects relating to Software must be reported on Manatron's Client Service Request Form, Exhibit C to the applicable Annual Software License and Maintenance Supplemental Agreement and be accompanied with sufficient detail, if available, to enable Manatron to reproduce the error and provide a remedy or suitable work-around, Manatron will not be responsible under this warranty if Client fails to promptly and timely notify Manatron of the claimed breach or if Client fails to substantiate the breach with documentation. Client further acknowledges and agrees that this warranty will be deemed to be satisfied upon acceptance by Client of the Hardware, Software and/or Integrated System, as applicable, pursuant to Client's inspection or pursuant to acceptance testing done with respect to the Hardware, Software and/or Integrated System, as applicable. This warranty does not apply if the failure of the Hardware, Software or Integrated System to conform to this warranty is caused by any of the exclusions from Maintenance Services that are set forth in Section 4.2, Section 4.3, and/or Section 4.4 which are incorporated herein by reference as exceptions

to this warranty. The remedy set forth in this section is Client's sole and exclusive remedy, and the full extent of Manatron's liability, for Manatron's breach of this warranty.

9.2 Initial Maintenance Period at No Extra Charge. During the one-year period beginning with the Installation Date, in lieu of a one (1) year warranty, Manatron will provide to Client, at no extra charge, Maintenance Services at Level One, Basic Level of Service on the terms and conditions (including the exclusions, limitations and restrictions) set forth in the applicable Annual Software License and Maintenance Supplemental Agreement, Manatron's Description of Maintenance Services, as amended from time to time, and Sections 4, and 9.8 of this Master Agreement. Client's remedies are limited to Maintenance Services as set forth in this Section 9.2.

9.3 Conversion. If Manatron converts Client's legacy data pursuant to a Supplemental Agreement, Manatron warrants, for the benefit of Client only, that Manatron has converted the legacy data as extracted by Client into the Integrated System as directed by Client. Client shall review the converted data and Client's sole remedy and Manatron's sole obligation for conversion services will be to correct any errors caused by conversion of the data by Manatron, as detected by Client. Manatron will not be obligated to correct errors in the data provided to Manatron. The remedies and obligations set forth in this Section 9.3 are the full extent of Client's remedies and the full extent of Manatron's obligations with respect to errors caused by the conversion of data by Manatron.

9.4 Non-Manatron Software. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTION 9.1 (c), MANATRON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES AS TO NON-MANATRON SOFTWARE, ALL OF WHICH IS SOLD OR LICENSED TO CLIENT "AS IS." Manatron will pass through to Client, on a non-exclusive basis and without recourse to Manatron, any third party manufacturer's and Licensor's warranties covering Non-Manatron Software, but only to the extent, if any, permitted by the third party manufacturer and Licensor. Client may independently seek to obtain directly from the manufacturers or Licensors of the Non-Manatron Other Software maintenance of the Non-Manatron Other Software under any warranty or guarantee provided by such third party manufacturer or Licensor. Client agrees to look solely to the warranties and remedies, if any, provided by the third party manufacturer or Licensor. The remedies and obligations set forth in this Section 9.4 are the full extent of Client's remedies and the full extent of Manatron's obligations with respect to warranties of Non-Manatron Software.

9.5 Hardware. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTION 9.1 (c), MANATRON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES AS TO HARDWARE, ALL OF WHICH IS SOLD OR LICENSED TO CLIENT "AS IS."



MANATRON will pass through to Client, on a non-exclusive basis and without recourse to MANATRON, any third party manufacturer's warranties covering the Hardware, but only to the extent, if any, permitted by the third party manufacturer. Client may independently seek to obtain directly from the manufacturers of the Hardware maintenance of the Hardware under any warranty or guarantee provided by such third party manufacturer. Client agrees to look solely to the warranties and remedies, if any, provided by the manufacturer. The remedies and obligations set forth in this Section 9.5 are the full extent of Client's remedies and the full extent of MANATRON's obligations with respect to warranties of Hardware.

9.6 Compliance with Third Party Contracts. MANATRON represents and warrants to Client that it does not have any contracts or other obligations to third parties, including but not limited to any license agreements or confidentiality obligations, that will be violated in any respect by MANATRON's or Client's performance under this Master Agreement or any Supplemental Agreement(s).

9.7 Proof of Insurance.

(a) Manatron shall obtain and maintain, throughout the term of the Master Agreement and the Supplemental Agreements, insurance of the types and in the minimum amounts set forth below. Manatron shall furnish certificates of insurance to Client evidencing compliance with the insurance requirements hereof. Certificates shall indicate Manatron's name, name of insurance company, policy number, term of coverage and limits of coverage. Manatron shall cause its insurance companies to provide Client with at least thirty (30) days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Manatron shall obtain such insurance from such companies having a Bests rating of B+/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(i) Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

(ii) Employers' Liability insurance with limits not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(iii) Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits not less than:

\$2,000,000 annual aggregate limit

\$1,000,000 each occurrence, combined single limit

(iv) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

(v) Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

(b) Client shall be named as additional insured to all coverages required above. All policies written on behalf of Manatron shall contain a waiver of subrogation in favor of Client.

9.8 DISCLAIMER. MANATRON DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN MANATRON PROPRIETARY SOFTWARE OR INTEGRATED SYSTEMS WILL MEET CLIENT'S REQUIREMENTS THAT ARE NOT EXPRESSLY SET FORTH IN APPLICABLE SUPPLEMENTAL AGREEMENTS. MANATRON DOES NOT REPRESENT OR WARRANT THAT THE MANATRON PROPRIETARY SOFTWARE OR INTEGRATED SYSTEMS WILL OPERATE IN COMBINATIONS SELECTED FOR USE BY CLIENT WITH HARDWARE OR SOFTWARE NOT APPROVED BY MANATRON. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS MASTER AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THERE ARE NO WARRANTIES, IMPLIED BY OPERATION OF LAW OR OTHERWISE, AND (B) MANATRON DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY FOR MANATRON AND NON-MANATRON PRODUCTS AND SERVICES. THE EXPRESS LIMITED WARRANTIES EXTEND SOLELY TO CLIENT.

10. LIMITATION OF DAMAGES.

10.1 EXCLUSIVE REMEDY. MANATRON'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS, AND THE PRODUCTS, SERVICES AND INTEGRATED SYSTEMS PROVIDED UNDER THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS, ARE SET FORTH IN THIS SECTION.

10.2. DISCLAIMER. CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACK-UP OF ALL CLIENT DATA. UNDER NO CIRCUMSTANCES WILL MANATRON BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA.

10.3 INDEMNITY. MANATRON SHALL SAVE HARMLESS CLIENT FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING



REASONABLE ATTORNEYS FEES FOR INJURY TO PERSONS OR DAMAGE TO TANGIBLE PROPERTY, ARISING FROM ACTIVITIES OF MANATRON, ITS AGENTS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF MANATRON OR ANY OF MANATRON'S AGENTS, SERVANTS OR EMPLOYEES. MANATRON'S OBLIGATION TO SAVE HARMLESS CLIENT IS CONDITIONED UPON CLIENT: (A) GIVING MANATRON PROMPT WRITTEN NOTICE OF ALL SUCH CLAIMS FOLLOWING RECEIPT OF SUCH CLAIMS BY CLIENT, (B) PERMITTING MANATRON TO CONTROL THE DEFENSE AND SETTLEMENT OF ALL SUCH CLAIMS, AND (C) REASONABLY COOPERATING WITH MANATRON IN THE DEFENSE AND SETTLEMENT OF ALL SUCH CLAIMS. IN NO EVENT WILL MANATRON BE LIABLE FOR ANY SETTLEMENTS ENTERED INTO WITHOUT MANATRON'S WRITTEN CONSENT.

10.4 LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: MANATRON AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF THE PRODUCTS AND INTEGRATED SYSTEMS OR PERFORMANCE OF THE SERVICES, WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THIS MASTER AGREEMENT OR SUPPLEMENTAL AGREEMENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MANATRON'S LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO MANATRON UNDER THE SUPPLEMENTAL AGREEMENT WITH RESPECT TO WHICH THE DIRECT DAMAGES WERE INCURRED TIMES 2.0.

10.5 Referrals. Manatron may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Products, Services or Integrated Systems. Notwithstanding any Manatron recommendation, referral or introduction, Client will independently investigate and test non-Manatron products and services and will have sole responsibility for determining suitability for use of non-Manatron products and services. Manatron has no liability with respect to claims relating to or

arising from use of non-Manatron products and services, including, without limitation, claims arising from failure of non-Manatron products to provide proper time and date functionality.

## 11. INFRINGEMENT INDEMNITY.

11.1 Indemnity. Manatron, at its own expense, will defend and indemnify Client against claims that Manatron Proprietary Software furnished under this Master Agreement or Supplemental Agreements infringe any patent or copyright or misappropriate trade secrets protected under United States law, provided Client (a) gives Manatron prompt written notice of such claims pursuant to Section 14.11, (b) permits Manatron to control the defense and settlement of the claims, and (c) provides all reasonable assistance to Manatron in defending and settling the claims.

11.2 Remedies. As to any Manatron Proprietary Software which is subject to a claim of infringement or misappropriation, Manatron may (a) obtain the right of continued use of the Manatron Proprietary Software for Client or (b) replace or modify the Manatron Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Manatron, any applicable Software license and its charges will end, Client will stop using the Manatron Proprietary Software, and Client will return to Manatron or destroy all copies of the Manatron Proprietary Software, and will certify in writing to Manatron that such return or destruction has been completed. Upon return or Manatron's receipt of certification of destruction of the Manatron Proprietary Software, Manatron will give Client a credit for the price paid to Manatron., less a reasonable offset for use and obsolescence.

11.3 Exclusions. Manatron will not defend or indemnify Client if any claim of infringement or misappropriation (a) is asserted by an affiliate of Client, (b) results from Client's design or alteration of any Manatron Proprietary Software, (c) results from use of any Manatron Proprietary Software in combination with any non-Manatron product, except to the extent, if any, that such use in combination is part of an Integrated System designed and installed by Manatron for Client, or (d) relates to a non-Manatron Product alone.

11.4 Exclusive Remedies. This Section 11 states the entire liability of Manatron and Client's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

## 12. TERMINATION.

12.1 Term. The term of this Master Agreement will be for one (1) year from the Effective Date (the "**Initial Term**"). This Master Agreement will automatically renew for consecutive one (1) year terms thereafter ("**Renewal Terms**") unless either party notifies the other of its election not to renew the terms of this Master Agreement at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the termination of this



Manatron, Inc.  
Master Agreement

Master Agreement upon the expiration of the Initial Term or any Renewal Term, this Master Agreement will remain in effect with respect to any Supplemental Agreements then in progress, but not then completed, until such Supplemental Agreements terminate or another Master Agreement is entered into by Client and Manatron.

12.2 Defaults. The following events are deemed to be defaults:

(a) A party committing a material breach of any term of this Master Agreement or any Supplemental Agreement, if such breach has not been cured within thirty days after written notice of such breach has been given by the non-defaulting party to the defaulting party;

(b) A party filing bankruptcy, becoming insolvent, or having its business placed in the hands of a receiver, assignee or trustee, whether by voluntary act or otherwise;

(c) A party failing to comply in any material respect with any federal, state or local laws applicable to a party's performance under this Master Agreement or any Supplemental Agreement.

12.3. Termination for Default. A party may terminate this Master Agreement and the relevant Supplemental Agreement(s) before expiration of their respective term(s) for default by the other party. If default occurs, the parties will have all remedies provided in this Master Agreement and otherwise available by statute, law or equity.

12.4. Survival. Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to successors and permitted assigns.

12.5 Suspension of Performance. If any payment due to Manatron under this Master Agreement or any Supplemental Agreement is past due more than thirty days, Manatron may suspend performance under this Master Agreement and any or all Supplemental Agreements until all amounts due are current.

12.6 Fiscal Funding. Manatron or Client may terminate any Supplemental Agreement upon thirty (30) days written notification due to the lack of fiscal funding. Client will be responsible for payment of all labor, costs and expenses incurred by Manatron through the date of the receipt of written notification.

12.7 Termination of Maintenance Services.

(a) Client may terminate this Master Agreement or any Supplemental Agreement(s) at any time after the first anniversary of the Installation Date by providing at least sixty (60) days prior written notice of termination to Manatron.

(b) Manatron may not terminate an Annual Software License and Maintenance Supplemental Agreement during the first thirty-six (36) months of paid maintenance. Thereafter, Manatron may terminate Maintenance Services provided to the Client for any Product or Integrated System upon written notice six (6) months prior to termination.

(c) If Manatron determines that any alterations, attachments, or modifications not made by Manatron will interfere with the provision of Maintenance Services, then Manatron may notify Client of its intention to terminate Maintenance Services. If Client does not cure within thirty (30) days of such notice, Maintenance Services will be terminated.

(d) Notwithstanding anything in this Master Agreement, if Client is in default of Section 6.2(g), Manatron may terminate Maintenance Services for such Manatron Software or Non-Manatron Software for which Client is in default.

### 13. DISPUTE RESOLUTION.

13.1 Disputes and Demands. The parties will attempt to resolve any claim or controversy related to or arising out of this Master Agreement or Supplemental Agreements, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

13.2 Negotiation and Meditation. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory non-binding mediation under the commercial mediation rules of the American Arbitration Association ("**AAA**").

13.3 Injunctive Relief. Notwithstanding the provisions of Section 12.2(a) and this Section 13, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without the requirement for prior notice and opportunity to cure under Section 12.2(a) and without complying with the negotiation and mediation provisions of this Section 13.

13.4 Time Limit. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Master Agreement or Supplemental Agreements may be brought more than four (4) years after the cause of action first accrued or within the statutory limits prescribed by law.

### 14. GENERAL PROVISIONS.

14.1 Entire Agreement. This Master Agreement, the Supplemental Agreements and the attachments and exhibits thereto are the entire agreement and supersede all prior negotiations and oral agreements. Manatron has made no representations or warranties with respect to this Master Agreement or the Supplemental Agreements that are not included herein or therein. This Master Agreement and the Supplemental Agreements may not be amended or waived except in writing signed by an officer of the party to be bound thereby. If any conflict exists between the terms of this Master Agreement and any Supplemental Agreement, the terms of the Supplemental Agreement will control.



14.2 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Master Agreement and the Supplemental Agreements is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this Master Agreement, including but not limited to this Section 14.2, and the terms of Supplemental Agreements cannot be amended, modified or altered by any conflicting preprinted terms, provisions or conditions contained in a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Master Agreement or Supplemental Agreements and any terms and conditions on a purchase order, acknowledgment or other preprinted form, the terms and conditions of this Master Agreement and Supplemental Agreements will govern.

14.3 Interpretation. This Master Agreement and the Supplemental Agreements will be construed according to their fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Master Agreement or Supplemental Agreements. All words and phrases in this Master Agreement and the Supplemental Agreements are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

14.4 Governing Law. THIS MASTER AGREEMENT AND THE SUPPLEMENTAL AGREEMENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

14.5 Severability. Whenever possible, each provision of this Master Agreement and the Supplemental Agreements will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal or unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of the Master Agreement or Supplemental Agreement, as applicable, and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Agreement, which will remain valid and binding.

14.6 Delays. Manatron is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third parties to timely provide Software, Hardware, Services, materials or labor contemplated herein or in any Supplemental Agreement(s). Manatron will notify Client in writing of any such delay, and the time for Manatron's performance will be extended for a period corresponding to the delay. Manatron

and Client will determine alternative procedures to minimize project delays.

14.7 Force Majeure. "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Master Agreement or Supplemental Agreements which is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, Force Majeure includes but is not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than the Client and its governing entities); fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay, and the cause of the delay. If a Force Majeure occurs, the affected party will not be deemed to have violated its obligations under this Master Agreement or any Supplemental Agreements, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

14.8 Compliance with Laws. Client and Manatron shall comply with all federal, state and local laws in the performance of this Master Agreement and the Supplemental Agreements, including those governing use of the Hardware, Software and Integrated Systems. Products provided under this Master Agreement may be subject to U.S. and other government export control regulations. Client shall not export or re-export any Products.

14.9 Assignments. Neither party may assign its interest in this Master Agreement or the Supplemental Agreements without the prior written consent of the other, such consent not to be unreasonably denied.

14.10 Independent Contractors. Client and Manatron are independent contractors and are not agents or partners of each other. Manatron's employees, agents and subcontractors will not be entitled to any privileges or benefits of Client employment. Client's employees, agents and contractors will not be entitled to any privileges or benefits of Manatron employment.

14.11 Notices. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth (5<sup>th</sup>) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at their address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.



Manatron, Inc.  
**Master Agreement**

## Signature Page

Agreement Number:

Re: Master Agreement Number: FB0002

### RECORDS MANAGEMENT ANNUAL SOFTWARE LICENSE AND MAINTENANCE SUPPLEMENTAL AGREEMENT

This Records Management Annual Software License and Maintenance Supplemental Agreement ("Supplemental Agreement") is entered into by and between Manatron, Inc. ("Manatron"), a Michigan corporation authorized to do business in the State of Texas, and Fort Bend County ("Client"), a political subdivision of the State of Texas. Manatron and Client have entered into a Records Management Master Agreement (the "Master Agreement") number FB0002. This Supplemental Agreement is entered into under the terms of the Master Agreement and constitutes a "Supplemental Agreement" as defined in the Master Agreement. The terms of the Master Agreement are incorporated herein by reference and are an integral part of this Supplemental Agreement. The Master Agreement and this Supplemental Agreement constitute the entire agreement between Manatron and Client with respect to the subject matter of this Supplemental Agreement.

The following Exhibits are attached to this Supplemental Agreement and made a part hereof:

- Exhibit A Pricing and Inventory
- Exhibit B Description of Maintenance Services
- Exhibit C Client Service Request Form
- Exhibit D Change Request Form
- Exhibit E Non-Manatron Sublicensed Software License Agreements

The date of this Supplemental Agreement is October 9, 2007. Client acknowledges it has read and understands the Master Agreement and this Supplemental Agreement (including all exhibits, schedules and amendments).

Agreed and Accepted:

Name: Fort Bend County, Texas  
Address: 301 Jackson Street, Suite 719  
Richmond, Texas 77469

Primary Phone: 281-341-8608

Facsimile: 281-341-8609

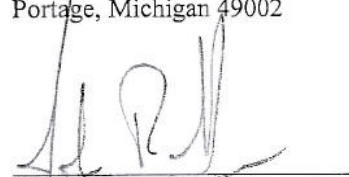
Executed by:

Name: Robert E. Hebert

Title: County Judge

Manatron

Manatron, Inc.  
510 East Milham Avenue  
Portage, Michigan 49002




John R. Hansen

Director of Risk Management

*This Agreement is not effective until executed by both parties.*

ATTEST:

  
Dianne Wilson, County Clerk

**Manatron, Inc.**  
**Annual Software License and Maintenance Agreement**

**1. DEFINITIONS.**

Defined terms used in this Supplemental Agreement will have the same meaning given to such terms in the Master Agreement, except to the extent modified or otherwise defined herein. As used in this Supplemental Agreement, the following additional definitions apply:

1.1 **"Anniversary Date"** means each anniversary of the Installation Date.

1.2 **"Annual Fee"** means the combined annual license, sublicense and Maintenance Services fees payable by Client to Manatron as described in Section 4.

1.3 **"Maintenance Services"** means the level of maintenance service selected (Level One, Basic Level of Service (Mandatory); Level Two, Extended Service (Optional); or, Level Three, Extended Service (Optional)) in Exhibit A (Pricing and Inventory) of this Supplemental Agreement that Manatron will provide to Client under this Supplemental Agreement. The Maintenance Services are more specifically described in Exhibit B, Description of Maintenance Services.

1.4 **"Maintenance Phase Start Date"** means the date the Client signs off on the final Project Acceptance Criteria. This final sign-off begins the Maintenance Phase of the Agreement.

**2. SOFTWARE LICENSES AND SUBLICENSES.**

2.1 Manatron Proprietary Software License. The Manatron Proprietary Software licensed to Client under this Supplemental Agreement is identified in Section 2.1 (Manatron Proprietary Software) of Exhibit A (Pricing and Inventory). The Number of Licensed Users, Licensed Server and Licensed Location with respect to each item of Manatron Proprietary Software are also specified in Exhibit A. The Manatron Proprietary Software is licensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client is permitted to use the Licensed Software only in connection with the Integrated System with which the Manatron Proprietary Software is provided. 2.2 Non-Manatron Sublicensed Software.

(a) The Non-Manatron Sublicensed Software sublicensed to Client under this Supplemental Agreement is identified in Section 2.2 (Non-Manatron Sublicensed Software) of Exhibit A (Pricing and Inventory). The Licensor, Number of Licensed Users, Licensed Server and Licensed Location with respect to each item of Non-Manatron Sublicensed Software are also specified in Exhibit A. The Non-Manatron Sublicensed Software is sublicensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client is permitted to use the Non-Manatron Sublicensed Software only in connection with the Integrated System with which the

Non-Manatron Sublicensed Software is provided. Client acknowledges that this sublicense is subject to the terms of the Licensors' respective license agreements for the Non-Manatron Sublicensed Software, which are incorporated herein by reference, and attached hereto as Exhibit E. The Licensor(s) of the Non-Manatron Sublicensed Software are third party beneficiaries of the sublicense terms of the Master Agreement and this Supplemental Agreement to the extent permitted by applicable law.

2.3 Non-Manatron Other Software Not Under This Agreement. The Non-Manatron Other Software identified in Section 2.3 (Non-Manatron Other Software) of Exhibit A (Pricing and Inventory) is not included in or covered by this Supplemental Agreement. The Non-Manatron Other Software is listed in Exhibit A solely as a matter of record keeping convenience and to identify the Integrated System with which the Manatron Proprietary Software and Non-Manatron Sublicensed Software may be used. If Client has any rights with respect to the Non-Manatron Other Software, such rights would be under a separate agreement with Manatron or the Licensor of such software.

2.4 Hardware Not Under This Agreement. The Hardware identified in Exhibit A (Pricing and Inventory) is not included in or covered by this Supplemental Agreement. The Hardware is listed in Exhibit A solely as a record keeping convenience and to identify the Integrated System with which the Manatron Proprietary Software and Non-Manatron Sublicensed Software may be used. If Client has any rights with respect to the Hardware, such rights would be under a separate agreement with Manatron or the manufacturer or supplier of such Hardware.

**3. MAINTENANCE SERVICES.**

3.1 First Year's Maintenance Services at No Extra Charge. Manatron will provide to Client Maintenance Services for no extra charge for one (1) year beginning with the Installation Date on the terms and conditions set forth in Section 9 of the Master Agreement. The Maintenance Services to be provided during this one - year (1-year) period are described in Section 3 of Exhibit B (Description of Maintenance Services) as Level ONE, Basic Level of Service. The Maintenance Services described in Section 3 of Exhibit B as Level ONE, Basic Level of Service constitute the complete list of services provided by Manatron during the first year, unless Client elects to pay for a higher level of Maintenance Services, which payment will be due on the Installation Date. If Client pays Manatron on or before the Installation Date for a Level Two or Level Three level of service during the first year, Manatron will provide Client during such year the level of service paid for by Client. Manatron will provide one (1) week



## Annual Software License and Maintenance Agreement

of on-site support upon commencement of the first year's Maintenance Services.

**3.2 Selection of Maintenance Service Level.** Pursuant to the terms and conditions set forth in the Master Agreement and this Supplemental Agreement, if the term of this Supplemental Agreement renews as provided in Section 5.1(b), beginning with the first Anniversary Date Manatron will provide Client with Maintenance Services at the level selected and paid for by Client (Level One, Level Two, or Level Three) as described in Exhibit B, upon payment of the Annual Fee. The Maintenance Services as described in Exhibit B for the level selected and paid for by Client constitute the complete list of maintenance and support to be provided by Manatron. Manatron will not be obligated to provide any Maintenance Services not described in the level of Maintenance Services selected and paid for by Client.

**3.3 Additional Services on Time and Materials Basis.** If Manatron with Client's prior written approval, provides maintenance and support or other services requested by Client that are not covered by the level of Maintenance Services selected and paid for by Client, Client shall pay Manatron for all such maintenance, support and services on a time and materials basis, plus expenses, at Manatron's then prevailing rates, unless otherwise agreed in writing by Manatron and Client.

## 4. ANNUAL FEE.

**4.1 Date Payable.** An Annual Fee is due and payable by Client to Manatron on each Anniversary Date of this Agreement. Client must pay each invoiced Annual Fee by the due date.

**4.2 Invoicing.** Manatron will invoice Client for the Annual Fee at least ninety calendar days before the Anniversary Date on which the Annual Fee is due. Manatron may periodically review and adjust the amount of the Annual Fee, subject to the terms of Section 5.5 of the Master Agreement. Manatron will notify Client of any changes in the Annual Fee with the invoice.

**4.3 Nonrenewal.** If Client fails to timely pay the Annual Fee, this Supplemental Agreement will not automatically renew in accordance with Section 5.1(b) of this Agreement.

## 5. TERM OF AGREEMENT; TERMINATION.

### 5.1 Term

(a) The initial term of this Supplemental Agreement will commence on the date of this Supplemental Agreement, with the licenses and sublicenses granted herein becoming effective on the

date of this Supplemental Agreement. This Supplemental Agreement and the licenses and sublicenses granted herein will automatically terminate on the first Anniversary Date unless renewed as provided in Section 5.1(b).

(b) This Supplemental Agreement will renew for a one year renewal term on each Anniversary Date if Manatron has received, on or before such Anniversary Date, payment of the invoiced Annual Fee due on such Anniversary Date. Unless this Supplemental Agreement renews at the end of a renewal term as provided in the previous sentence, this Supplemental Agreement and the licenses and sublicenses granted herein will automatically terminate upon the end of such renewal term.

**5.2 Termination.** This Agreement may be terminated as provided in Section 12 of the Master Agreement. Maintenance and support services under this Agreement may be terminated as provided for in Section 12.7 of the Master Agreement.

**5.3 Effect of Termination.** Upon termination or cancellation of this Supplemental Agreement, Client shall return to Manatron or destroy all Manatron Proprietary Software, Non-Manatron Sublicensed Software and Proprietary and Confidential Information in accordance with Sections 3.3(c) and 7.2 of the Master Agreement.

## 6. LIMITED WARRANTY TERMS.

THE DISCLAIMERS SET FORTH IN SECTION 9 OF THE MASTER AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE.

## 7. Limitation of Damages.

THE LIMITATION OF DAMAGES SET FORTH IN SECTION 10 OF THE MASTER AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE.

## 8. CHANGE REQUESTS.

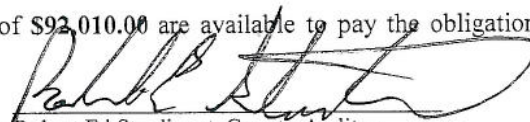
Any amendment of this Supplemental Agreement must follow the Change Request procedure stated in Section 2.4 of the Master Agreement.

Manatron, Inc.

**Annual Software License and Maintenance Agreement**

***AUDITOR'S CERTIFICATE***

I hereby certify that funds in the amount of ~~\$92,010.00~~ are available to pay the obligation of fort bend county within the foregoing agreement.



Robert Ed Sturdivant, County Auditor

*(The rest of this page is intentionally left blank.)*

**Manatron, Inc.**  
**Exhibit A – Pricing and Inventory**

**1. ANNUAL FEE**

**1.1 License Fees and Basic Level ONE Service - Mandatory**

Client shall pay Manatron the fees set forth below for the license of Manatron Proprietary Software, sublicense of Non-Manatron Sublicensed Software and Manatron's Level ONE Basic Level of Service:

<b>Service Option</b>	<b>Total Price</b>
Software License and Sublicense Fees plus Maintenance Level ONE Basic Level of Service	\$92,010.00
Anthem™ Licenses (\$16,880.00)	
Anthem™ Official Public Records (also includes UCC, Assumed Names, Export/Archive, and Cash Management Reporting) – (105 users)	
- Anthem™ Vitals for Birth and Death	
- Anthem™ Marriage Licenses	
- Anthem™ Map/Plat	
- Advanced Backfile	
- Anthem™ Commissioners Court	
- Anthem™ Courts (for Juvenile, Criminal, Civil & Probate)	
- Anthem™ Public Access (local and internet)	
- Imagen™ Licenses (\$27,365.00)	
- Web Support (\$15,190.00)	
Anthem™ eRecording (\$12,700.00)	
- Anthem™ Automated Indexing (\$18,375.00)	
- Anthem™ Toll Road (\$800.00)	
- Anthem™ Texas Online Support (\$700.00)	
- Lead Tools ImageViewer (105 users included)	
- Java Viewer	
Total for Level ONE Service (10/1/07 – 9/30/08)	

**1.2 Extended levels (optional – select one)**

Client shall pay Manatron the fees set forth below for extended levels of service selected by Client:

<b>Optional - Select One</b>	<b>Check one</b>	<b>Additional Price</b>
Mandatory fees above plus Level TWO – Extended Service (On site 2x per year)		
Mandatory fees above plus Level THREE – Extended Service (On site 4x per year)		

**1.3 Total Annual Fee**

The Annual Fee consists of the sum of the fees in Section 1.1 and 1.2 above. Manatron will bill Client quarterly for the Annual Fee. Manatron may periodically adjust the amount of the Annual Fee, subject to the terms of Section 5.5 of the Master Agreement.

**2. LICENSED SOFTWARE INVENTORY**

**2.1 Manatron Proprietary Software**

Licensed Software: - Anthem Official Public Records (also includes UCC, Assumed Names, Export/Archive and Cash Management Reporting) - Anthem Vitals for Birth and Death - Anthem Marriage Licenses - Anthem Map/Plat - Advanced Backfile	Version: 6.8.x
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# Manatron, Inc., Annual Software License and Maintenance Agreement

## Exhibit A – Pricing and Inventory

- Anthem Commissioners Court - Anthem Courts (for Juvenile, Criminal, Civil & Probate) - Anthem Toll Road	
Licensed Server: (Central Processing Unit) Anthem production server	
Licensed Location: Fort Bend County	
Number of Licensed Users: 105	

Licensed Software: - Anthem™ Public Access (local and internet) - Anthem™ eRecording - Anthem™ Texas Online	Version: 6.8.x
Licensed Server: (Central Processing Unit) Anthem™ PA internet on Anthem web server, Anthem eRecording and Anthem™ TX Online on Anthem eRecording server	
Licensed Location: Fort Bend County	
Number of Licensed Users: unlimited	

Licensed Software: - Anthem™ Automated Indexing	Version: 6.8.x
Licensed Server: (Central Processing Unit) Anthem AI server	
Licensed Location: Fort Bend County	
Number of Licensed Users: 6 users plus 1 supervisor	

### 2.2 Non-Manatron Sublicensed Software

#### (a) Database Software

Licensed Software	Version
Licensed Server (Central processing Unit)	
Licensed Location	
Number of Licensed Users	

#### (b) Image Software

Licensed Software: Lead Tools ImageViewer	Version:
Licensed Server: (Central Processing Unit) Fort Bend County Clerk PC workstations	
Licensed Location: Fort Bend County	
Number of Licensed Users: 105	

Licensed Software: Java Viewer	Version:
Licensed Server: (Central Processing Unit) Fort Bend County Clerk Anthem production server and Anthem web server	
Licensed Location: Fort Bend County	
Number of Licensed Users: 2 processor licenses	

### 2.3 Non-Manatron Other Software

#### (a) Shrink-wrap software

Licensed Software Name	Version	Quantity of Licenses

**Manatron, Inc., Annual Software License and Maintenance Agreement**

**Exhibit A – Pricing and Inventory**

(b) Operating systems shipped with hardware

(i) Desktop operating systems

Licensed Software Name	Version	Quantity of Licenses

(ii) Server operating systems

Licensed Software Name	Version	Quantity of Licenses



Manatron, Inc., Annual Software License and Maintenance Agreement

Exhibit A – Pricing and Inventory

3. HARDWARE INVENTORY

3.1 Hardware Purchased From Manatron:

Subsystem	Component	Model	Model Number Description	Quantity
				1
				1
				1
				1
				1
				1

3.2 Hardware Purchased Directly From Hardware Manufacturer or Other Supplier:

Subsystem	Component	Model	Model Number Description	Quantity
				1
				1
				1
				1
				1
				1

**Manatron, Inc.**  
**Exhibit B – Description of Maintenance Services**



Manatron, Inc.  
Exhibit C – Client Service Request Form

**CLIENT SERVICE REQUEST FORM**

(FAX # 800-396-4278)  
(HELP DESK # 800-750-4278)

LOCATION: \_\_\_\_\_ (CLIENT) REGISTER OF DEEDS  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ [A.M./P.M.]  
NAME OF USER/DEPT. HAVING THE PROBLEM: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
SEVERITY \_\_\_\_\_ PRIORITY@i.e. ASAP, HIGH, ROUTINE, FYI: \_\_\_\_\_

If Software – Check one of the following:

- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> DOCUMENT RECEPTION | <input type="checkbox"/> SCANNING             | <input type="checkbox"/> ENHANCEMENT |
| <input type="checkbox"/> INDEXING           | <input type="checkbox"/> CODE MAINT/FEE SETUP | <input type="checkbox"/>             |
| <input type="checkbox"/> REPORTS            | <input type="checkbox"/> UCC                  | <input type="checkbox"/>             |
| <input type="checkbox"/> MARRIAGE           | <input type="checkbox"/> PUBLIC               | <input type="checkbox"/>             |
| <input type="checkbox"/> SYSTEM ADM.        | <input type="checkbox"/> OTHER                | <input type="checkbox"/>             |

If Hardware – Check one of the following:

- |   |                                      |                                  |
|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> HP LASER PRINTER | <input type="checkbox"/> SCANNER     | <input type="checkbox"/> MONITOR |
| <input type="checkbox"/> LABEL PRINTER    | <input type="checkbox"/> PC          | <input type="checkbox"/> SERVER  |
| <input type="checkbox"/> RECEIPT PRINTER  | <input type="checkbox"/> CASH DRAWER | <input type="checkbox"/>         |
| <input type="checkbox"/> OTHER (specify)  |                                      |                                  |

SPECIFIC DESCRIPTION OF THE REQUEST: (Be sure to list Doc #s, Error Messages, or ANY important information related to the problem.)

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Resolution: (i.e. who was contacted, situation was resolved in what way, etc.)

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Manatron, Inc.  
Exhibit D – Change Request Form

**CHANGE REQUEST FORM**

**Part 1 – Request**

(Check one)

- ☐ Initial Project Requirement
- ☐ Project Scope Change
- ☐ Post-Acceptance Enhancement

**Project Name:**

**Product / Release / Version:**

**Request Number:**

**Received Date:**

**Request Originator: Name:**

**Phone:**

**Title / Role:**

**Email:**

**Solution area / module / component:**

**Requirement Severity:**

**Requirement Priority:**

**Request Abstract or Title:**

**Request description:** (Objective to be satisfied or issue to be resolved. Please attach any relevant examples.)

**Justification:** (What is the significance of this request? What are the benefits?)

**OPTIONAL Solution Proposal** (Used to clarify issue description)

**Implementation Acceptance Criteria:** (What will you use as your acceptance criteria if this change of scope is implemented?)



**Manatron, Inc., Annual Software License and Maintenance Agreement**

**Exhibit D – Change Request Form**

**Part 2 – Response**

**Response:** (One of the following. Also shown as status once decision is made)

- ☐ Proposal created.
- ☐ Implementation not proposed (Cost) = The cost of implementing this request would far exceed the value to be added to the solution
- ☐ Implementation not proposed (Conflict) = The implementation would conflict with current or future functions or objectives of the solution
- ☐ Implementation not proposed (Domain) = The issue to be addressed, and/or the implementation for this request is outside the domain of this solution.

**Description of the proposed solution:** (Detailed implementation proposal attached)

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**Estimated cost to modify the solution:** (HW/SW infrastructure, solution documentation, training materials, training, and support requirements)

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**Estimated schedule impact to accommodate the solution:**

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Manatron response approval:

Signature:

Title:

Phone:

Comments:

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Client acceptance of change to project scope, schedule, and cost:

Signature:

Title:

Phone:

Purchase order/invoice number for the revised project scope:

Comments:

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# Manatron, Inc.

## Service Level Agreement

### 1. PURPOSES AND SCOPE.

This Service Level Agreement sets forth the terms of the maintenance services available to Client from Manatron, Inc. ("Manatron"), a Michigan corporation authorized to do business in the State of Texas. Manatron will perform the maintenance services selected in and on the terms and conditions set forth in the Records Management Master Agreement and the Records Management Annual Software License and Maintenance Supplemental Agreement between Manatron and Client (the "License Agreements") and as described herein.

### 2. AVAILABLE SERVICES.

Manatron offers three (3) levels of maintenance services.

**2.1 Level ONE, Basic Level of Service.** This is the most basic level of maintenance services available to Client under this Service Level Agreement and is further described in Section 3, Level ONE, Basic Level of Service.

**2.2 Level TWO, Optional Extended Support.** Manatron provides optional on-site maintenance services. Maintenance services under Level TWO, Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 4, Level TWO, Optional Extended Support.

**2.3 Level THREE, Optional Extended Support.** Manatron provides optional on-site maintenance services. Maintenance services under Level THREE Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 5, Level THREE, Optional Extended Support.

### 3. LEVEL ONE – BASIC LEVEL OF SERVICE.

**3.1 Base Mandatory Services.** Level ONE, Basic Level of Service, is included in the Annual License/Maintenance/Support Fees and Annual Sublicense/Maintenance Fees payable pursuant to the License Agreements. During the term of the License Agreements, Manatron will provide Level ONE, Basic Level of Service, with respect to the Manatron Proprietary Software and Sublicensed Software.

**3.2 Project and Support Manager.** Manatron will designate a Project and Support Manager ("PSMPSM"). The PSM will maintain close contact with Client through frequent communication. The PSM will be responsible for managing delivery of the maintenance services.

**3.3 Client Support Center.** The Client Support Center ("CSC") is the primary point of Client contact

for all support. CSC consultants provide responses to support requests received from system users and system administration personnel. When initiating a support request, Client should communicate to the CSC the information in the Client Service Request ("CSR") Form.

(a) The primary means of contacting Manatron's CSC during normal operating hours is via telephone through the toll-free client support line. Outside of normal operating hours or if all CSC consultants are busy, the client support line will prompt callers to leave a voice mail message that will, in turn, activate a page to a CSC consultant.

(b) A dedicated, toll-free client support fax line is available 24 hours a day, 7 days a week, as is e-mail access.

**3.4 CSC Hours of Operation.** Normal operating hours for the CSC are 7:00 AM to 7:00 PM Central Time, Monday through Friday, except for Manatron company holidays.

### 3.5 CSC Response Goals.

(a) Upon receipt of a CSR, a CSC consultant will review the information and assign a severity for urgency of response according to the following list:

Severity	Type of Problem/Request
1/Critical	A system-wide problem, one that prevents the recorder's office from continuing fundamental business processes. Some examples might be the system servers being down, users unable to record documents, unable to view images on the Clerk system, etc.
2/High	A problem that affects one or more modules of the Manatron system. A problem that prevents the recorder's office from performing an important function of the office's normal business processes.
3/Medium	System feature or minor hardware is malfunctioning or inoperative, but a alternative procedure exists to achieve business needs. A problem that impacts individual users or workstations. Examples would include receipts requiring adjustment, users receiving error messages that do not otherwise prevent business activities, data corrections, etc.
4/Low	The "Low" category includes cosmetic issues such as misspellings, parts of letters falling off the screen or report print outs, incorrect punctuation, etc. "Low" also includes problems that happen intermittently, for which root causes are being determined or which cannot be reproduced. This category is



## Manatron, Inc. Service Level Agreement

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also used to characterize information  
requests.

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(b) A CSC consultant will communicate to Client a Response based upon the severity of the problem. "Response" is defined as a communication with Client of the status of problem, analysis or potential remedies, or workarounds. The Response goals for a CSR received during normal working hours are shown in the following table:

Severity	Response Goal
1/Critical	Within 1 hour
2/High	Within 4 hours
3/Medium	Within 2 business days
4/Low	Assumption is these will be fixed in the next Maintenance Release.

(c) Responses to a CSR received via voice mail/pager, fax, or e-mail during other than normal operating hours may be delayed unless previous arrangements have been made for standby support resources.

### 3.6 CSC Request Escalation.

(a) Upon receipt of a Severity 1/Critical CSR, the CSC manager will be notified to insure that appropriate Manatron resources are focused on returning the affected system to operation as soon as possible.

(b) A severity 2/High CSR not resolved within eight (8) hours of notification to the CSC will be escalated for assistance by other subject matter experts or Manatron functional area supervisor/manager to determine next steps.

(c) Client will be notified of the current status and projected closure target on each unresolved CSR, which will be tracked and reported until resolved.

3.7 Remote Diagnostics. The CSC consultant, subject matter expert, PSM, or other Client support personnel may utilize remote dial-in capability to assist with system diagnosis and/or corrective action. Client direct participation may or may not be required during remote dial-in operations. However, in either case, all use of remote dial-in capability will be coordinated with the Client in advance.

### 3.8 Supplements and Custom Programming are Excluded.

(a) From time to time, Manatron may make available computer programs that are compatible with the Manatron Proprietary Software and that supplement the Manatron Proprietary Software. Also, third parties may make available computer programs that are

compatible with the Sublicensed Software and that supplement the Sublicensed Software. Supplements do not include programs necessary for the proper functioning of the Hardware, Software, or Integrated System. SUPPLEMENTS ARE NOT LICENSED OR SUBLICENSED UNDER THE LICENSE AGREEMENTS AND WILL NOT BE PROVIDED WITH MAINTENANCE RELEASES. Subject to availability and compatibility, Client may license or sublicense supplements by written amendment to such License Agreements. All licenses and sublicenses of supplements will include additional charges.

(b) Maintenance services do not include custom programming.

3.9 Manatron Proprietary Software Maintenance and Support. The terms of this section apply to maintenance of Manatron Proprietary Software.

(a) Client's designated PSM will manage delivery of Manatron Proprietary Software maintenance releases or updates in accordance with the provisions of the applicable License Agreements and this Description of Maintenance Services.

(b) Maintenance releases will be deployed on an "as-required" basis as determined by Manatron. Maintenance releases for Manatron interface programs and/or supplementary applications, that are not part of the main application (e.g., interfaces with mainframe programs, index or image conversion programs, export programs, etc.), will also be developed and deployed on an "as required" basis as determined by Manatron.

(c) Manatron may include, at its sole discretion, in its maintenance releases, software modifications, and enhancements, which enhance the functionality of the software.

(d) Release notes will be provided simultaneously with delivery of the release to Client to include all issues and corresponding resolutions contained in the maintenance release.

(e) Client may submit recommended software application enhancements to be considered for inclusion in future software maintenance releases.

(f) Manatron reserves the right to decline acceptance of software modifications recommended or requested by Client. Manatron also reserves the right to determine the conditions under which approved modifications will be delivered.

(g) Manatron Proprietary Software maintenance includes the correction of material defects, malfunctions, or failures that result in the Manatron Proprietary Software failing to perform substantially according to the performance specifications provided by



## **Manatron, Inc.**

### **Service Level Agreement**

Manatron when used properly under normal use and conditions.

(i) Client shall fully inform Manatron immediately of any such defects, malfunctions or failures. [Upon receipt of such notice, Manatron will make best commercially reasonable efforts to fix or replace the Manatron Proprietary Software or provide a suitable workaround, as herein provided. Manatron will make best commercially reasonable efforts to provide the fix, replacement, or workaround as soon as is reasonably possible, taking into consideration the applicable Severity level.].

(ii) Client shall provide Manatron with a list of output and any other data, including databases and backup systems, that Manatron reasonably may request to reproduce operating conditions similar to those present when the error occurred.

(iii) Client shall provide Manatron and its agents access to all Client's facilities, hardware, personnel, and data, physically at the hardware site and, if requested by Manatron, through modem telephone connection, to permit Manatron to perform its maintenance services.

(h) Manatron Proprietary Software maintenance includes any updates to the Manatron Proprietary Software developed by Manatron. Updates consist of any enhancements, corrections, modifications, and additions to the Manatron Proprietary Software. Use of updates with or in place of the Manatron Proprietary Software will be fully governed by and subject to the terms of the applicable License Agreements and this Description of Maintenance Services. Any portion of the Manatron Proprietary Software replaced by updates, and all copies thereof, will be destroyed (with certification of destruction provided to Manatron) or returned to Manatron, at Manatron's option.

**3.10 Non-Manatron Sublicensed Software Maintenance and Support.** The terms of this section apply to maintenance of Sublicensed Software. Manatron does not provide maintenance of any other non-Manatron software.

(a) Client's designated PSM will manage delivery of Sublicensed Software maintenance releases or updates in accordance with the provisions of the applicable License Agreements and this Description of Maintenance Services.

(b) Maintenance of Sublicensed Software will be accomplished on an "as required" basis as determined by Manatron and the software licensor.

(c) Sublicensed Software maintenance will be provided only to the extent offered by the licensor of the Sublicensed Software. Manatron will not be responsible for any software programming with respect to the

Sublicensed Software or for software fixes or replacements except to the extent available from the licensor.

(d) Client shall fully inform Manatron immediately of any defects, malfunctions, or failures in the Sublicensed Software. Upon receipt of such notice, Manatron will contact the licensor and seek a fix or replacement of the Sublicensed Software. Client shall provide Manatron and the licensor with a list of output and any other data, including databases and backup systems, that Manatron reasonably may request to reproduce operating conditions similar to those present when the error occurred. Client shall provide Manatron, the Licensor, and their agents access to all Client's facilities, hardware, personnel and data, physically at the hardware site and, if requested by Manatron, through modem telephone connection, to permit Manatron and the licensor to perform the maintenance services.

(e) If a Sublicensed Software failure occurs, Manatron will make best commercially reasonable efforts to obtain a fix, replacement, or suitable workaround of the Sublicensed Software from the Licensor as soon as is reasonably possible, taking into consideration the applicable Severity level.

(f) Sublicensed Software maintenance includes any updates to the Sublicensed Software developed by the Licensor and that are made available to the Client. Updates consist of any enhancements, corrections, modifications, and additions to the Sublicensed Software. Use of updates with or in place of the Sublicensed Software will be fully governed by and subject to the terms of the License Agreements and this Service Level Agreement. Any portion of the Sublicensed Software replaced by updates, and all copies thereof, will be destroyed (with destruction certified to Manatron) or returned to Manatron, at Manatron's option.

**3.11 Exclusions.** Manatron will not provide maintenance or support of any hardware or non-Manatron software (unless it is Sublicensed Software or hardware purchased directly by Manatron which is still under manufacturer's warranty).

**3.12 Other Services.** Any additional support and professional services will be under a separate Services Agreement and will be priced and billed as provided for in the Services Agreement, in addition to the Annual Maintenance/ Support fees.

#### **4. LEVEL TWO – OPTIONAL EXTENDED SUPPORT.**

**4.1 Selection of Optional Service Level.** Level TWO, Optional Extended Support, is optional and will only be provided if selected by Client.



## Manatron, Inc. Service Level Agreement

4.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service, are provided and apply in Level TWO, Optional Extended Support.

4.3 Semi-Annual System Tuning and Site Visitation. Manatron support technicians will perform the following system tuning and monitoring in conjunction with **two semi-annual site visits**.

(a) Scope of Work.

(i) **Database Maintenance.** Evaluate free space, assign additional disk space (as required), review and evaluate log files, and remove unneeded (clean up) log file information.

(ii) **Hardware (Server) Maintenance.** Perform system performance diagnostics; review setup and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test restore from backup; check uninterrupted power supply, modem/dial-in capability, heat sink and cooling fan; check all server cable connections and performance of server monitor and input devices; and test PC restore from ghost image stored on server.

(iii) **Install Software Maintenance Releases or Updates.** As time and resources permit, install software releases provided pursuant to maintenance services.

(iv) **Documentation.** Produce a report of the tasks accomplished and the results achieved/observed.

(v) **Other Services.** Any additional support and professional services will be mutually agreed and performed under a separate Service Agreement and will be priced and billed as provided for in the such agreement, in addition to the fees charged for Level TWO, Optional Extended Support.

(b) Scheduling.

(i) Client's designated PSM will coordinate and schedule system tuning and site visits with Client.

(ii) The initial site visit should be accomplished within six (6) months of the effective date of an agreement to provide Level TWO maintenance services. The PSM and Client will schedule subsequent semi-annual site visits jointly.

(iii) When possible, system tuning and site visit work will be accomplished during Client's normal business hours.

4.4 Semi-Annual Report of Client CSC Activities.

(a) The CSC staff will produce semi-annual reports concerning Client's interaction with the CSC.

(b) Reports will include: number of CSRs initiated by Client, status of CSRs, trends in type of support requested, CSR response and problem resolution performance, and Client satisfaction.

### 5. LEVEL THREE - OPTIONAL EXTENDED SUPPORT.

5.1 Selection of Optional Service Level. Level THREE, Optional Extended Support, is optional and will only be provided if selected by Client.

5.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service, are provided and apply in Level THREE, Optional Extended Support.

5.3 Quarterly System Tuning and Site Visit. Manatron support technicians will perform the following system tuning and monitoring in conjunction with **four (4) quarterly site visits**;

(a) Scope of Work.

(i) **Database Maintenance.** Evaluate free space, assign additional disk space (as required), review and evaluate log files, and remove unneeded (clean up) log file information.

(ii) **Hardware (Server) Maintenance.** Perform system performance diagnostics; review setup and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test restore from backup; check uninterrupted power supply, modem/dial-in capability, heat sink and cooling fan; check all server cable connections and performance of server monitor and input devices; and test PC restore from ghost image (stored on server).

(iii) **Install Software Maintenance Releases or Updates.** As time and resources permit, install software releases provided under this Service Level Agreement.

(iv) **Documentation.** Produce a report of the tasks accomplished and the results achieved/observed.

(v) **Other Services.** Any additional support and professional services will be under a separate Services Supplemental Agreement and will be priced and billed as provided for in the Services Supplemental Agreement, in addition to the fees for Level THREE, Optional Extended Support.

(b) Scheduling.

(i) Client's designated PSM will coordinate and schedule system tuning and site visits with Client.

(ii) The initial site visit should be accomplished within two (2) months of the effective date of an agreement to provide Level THREE

## Manatron, Inc. Service Level Agreement

maintenance services. The PSM and Client will schedule subsequent quarterly site visits jointly.

(iii) When possible, system tuning and site visit work will be accomplished during Client's normal business hours.

### 5.4 Quarterly Report of Client CSC Activities.

(a) The CSC staff will produce quarterly reports concerning Client's interaction with the CSC.

(b) Reports will include: number of CSRs initiated by Client, status of CSRs, trends in type of support requested, CSR response and problem resolution performance, and Client satisfaction.

## 6. EXCLUSIONS

SECTIONS 3.8 AND 3.11 OF THIS DESCRIPTION OF MAINTENANCE SERVICES AND CERTAIN SECTIONS OF THE LICENSING AGREEMENTS LIMIT THE MAINTENANCE SERVICES TO BE PERFORMED BY MANATRON.

## 7. CLIENT RESPONSIBILITIES.

7.1 Systems Operation. Client retains responsibility for the day-to-day management of the system and software, including the backup system.

7.2 Specific Responsibilities. Client is responsible for its obligations under the Licensing Agreements and the following items:

(a) **Client Contact Point ("CCP")**. Client will designate, in writing, a primary and at least one (1) alternate Client Contact Point who will serve as the primary interface between Manatron's support team and Client. The responsibilities of the CCP include the following:

(i) Provide Client contact information and inform Manatron of any changes before they occur.

(ii) Insure basic troubleshooting and a complete analysis of system problems using internal Client resources prior to referring a problem to Manatron.

(iii) Before submitting a support request to the CSC, gather and record the information needed to fill out a CSR.

(iv) Contact the CSC and provide the CSR information and any amplifying data to the CSC consultant.

(v) Coordinate Client activities required to assist the CSC in resolving the problem.

(vi) Serve as a liaison and primary point of Client contact for the PSM.

(vii) Complete Change Request Forms and provide them to the PSM to initiate system or software modifications.

(viii) Insure a Purchase Order (PO) or other suitable form of Client financial obligation authorization is generated and approved prior to requesting additional support not specifically included in the maintenance service level purchased pursuant to the License Agreements.

(b) System Access, Security, and Software Licenses.

(i) Client will insure that appropriate primary and alternate means are available for Manatron support personnel to gain remote dial-in access to Client's system (when appropriately coordinated with Client).

(ii) Client will maintain system passwords and will notify Manatron, prior to implementation, of any changes that may affect Manatron's ability to provide support under the License Agreements and this Description of Maintenance Services.

(iii) Client will maintain a record of all user workstations running any portion of the licensed or sublicensed software (including any associated Internet applications). Client will provide this information to Manatron upon request and will advise Manatron of any changes in the system that affect the currency of this information.

*(The rest of this page has been intentionally left blank)*





**Maintenance and Support Schedule  
and/or Note Schedule**

**For Internal Use Only**

0018967

10/15/2012

MAN14710QTR

ACCT# 4308100

FORT BEND COUNTY CLERK  
ATTN: PURCHASING DEPT  
301 JACKSON

RICHMOND TX 77469

OCT-SEPT

1.00	MQ	QUARTERLY MAINTENANCE & SUPPORT	\$0.00	\$0.00
1.00	PER	THE PERIOD 10/1/12-12/31/12 FOR	\$0.00	\$0.00
1.00	CON	CONTRACT #TX110311FBC FOR	\$0.00	\$0.00
1.00	A2-S	GRM Recorder Support	\$8,053.00	\$8,053.00
1.00	ERECORDING-S	eRecording Support	\$4,131.25	\$4,131.25
1.00	PUBLIC ACCESS-S	Public Access Spt	\$4,315.50	\$4,315.50
1.00	VITALS-S	Vital Records Spt	\$600.00	\$600.00
1.00	AI INDEX-S	aiINDEXING Sys Spt	\$4,220.00	\$4,220.00
1.00	A2-REDACTION-S	A2 Redaction Spt *INCLUDED*	\$0.00	\$0.00
1.00	NETMINUTES-S	NetMinutes SW Spt	\$1,903.25	\$1,903.25
1.00	AGENDA LINK-S	AgendaQuick Link SW Spt *INCLUDED*	\$0.00	\$0.00
1.00	VERITY-S	Verity Lic SW Spt *INCLUDED*	\$0.00	\$0.00
1.00	JAVA VIEWER-S	ViewOne Sys Spt (2)	\$243.00	\$243.00
1.00	PRINT ACCELERATOR-S	Print Accelerator Spt (2)	\$137.75	\$137.75
1.00	LEAD TOOLS-S	Lead Tools SW Spt (55) *INCLUDED*	\$0.00	\$0.00
1.00	PIXTOOL-S	Pix Tools Software Spt (26) *INCLUDED*	\$0.00	\$0.00
1.00	MARRIAGE LIC-S	Marriage Lic SW Spt	\$800.00	\$800.00
1.00	SLA-4	Service Level 4 Support	\$1,200.00	\$1,200.00

Subtotal \$25,603.75

Tax \$0.00

**Total \$25,603.75**

# **Exhibit B**



# STATEMENT OF WORK TX020416FBC

## FORT BEND COUNTY, TEXAS

### HIPA PLUS HOSTING RENEWAL

Version 1.1

February 10, 2016

Prepared by: John Rickerby

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## PROJECT SUMMARY

Project:	Fort Bend County, Texas HIPA Plus hosting services for transactional replication of production Aumentum Recorder and AgendaQuick servers, hosting of Aumentum Recorder and AgendaQuick Internet Public Access with eCommerce, and eRecording submissions.
Project Site:	Fort Bend County 301 Jackson Street Richmond, Texas 77469
County Contact:	Laura Richard, County Clerk (281) 341-8686
Term of Renewal:	January 1, 2016 – December 31, 2018
Scope:	This project is a renewal for the replication of the current Aumentum Recorder and AgendaQuick software and production versions of Aumentum Public Access, AgendaQuick Public Access, and eRecording.
Technology:	<p>Hardware - The County will provide all local production hardware and infrastructure. TRTA Gov will provide all data center replication and web server hardware and infrastructure.</p> <p>Software - Any software deliverables from TRTA Gov are listed in this Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite and/or as installed currently in the County's production environment may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to TRTA Gov's change management process.</p>

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and Fort Bend County, Texas (the "County").

## PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

## SOFTWARE

TRTA Gov will provide database-to-database replication of the data and images to the hosted data center. This will include replication of the current Aumentum Recorder suite of application software and the Microsoft SQL Server 2012 database and replication of AgendaQuick. The County's Internet Aumentum Recorder Public Access with eCommerce module, AgendaQuick Internet Public Access and eRecording module will also be directly hosted from the data center and will include real-time communication to the local Aumentum Recorder and AgendaQuick production servers located in the County.

Item	Description	Number of Users	Comments
Aumentum Recorder Application Software	No changes to current Aumentum Recorder functionality	N/A	Replicated to data center
AgendaQuick Application Software	No changes to current AgendaQuick functionality	N/A	Replicated to data center
Cold Fusion, Version 10	Required for AgendaQuick	N/A	License required for data center and production system
AgendaQuick Public Access	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder Public Access with eCommerce	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder eRecording	Receive electronic filing of land records documents	County-approved submitters	Hosted at data center
Microsoft SQL Server 2012 Database Software	Database software, including transactional replication functionality	N/A	Data center license provided by TRTA Gov
SSL Certificate	128 SSL Certificate for eCommerce	N/A	SSL certificate provided by County



## RECOMMENDED HARDWARE

TRTA Gov will provide all data center server hardware, software and infrastructure required for replicating the County's Aumentum Recorder system, AgendaQuick, and hosting internet Public Access and eRecording. The County will be responsible for local production server hardware, software, infrastructure for Aumentum Recorder and AgendaQuick. The County will provide the network and bandwidth.

Item	Description	Quantity	Comments
Data center servers and infrastructure	Aumentum Recorder application/ database/image replication server and AgendaQuick server and production web server for Internet Public Access and eRecording	1	TRTA Gov will provide
Local production server and infrastructure	Aumentum product server, AgendaQuick server and back-up web server for Internet Public Access and eRecording	1	County will provide

## PROJECT IMPLEMENTATION

### PURPOSE STATEMENT

The purpose of this renewal is to provide full off-site transactional replication of the County's Aumentum Recorder and AgendaQuick software, indexes, and images at TRTA Gov's data center located in the Time Warner facility in Indianapolis, Indiana. The data center will provide layered redundancy to the County's local production system and failover in the event of an interruption in access to the production system or a full disaster.

In addition to Aumentum Recorder replication, the data center will host County's Internet Public Assess and eRecording modules to manage Internet researcher inquiries of County indexes and images stored in Aumentum Recorder and the receiving of eRecording submissions for transmission to the County production systems. This configuration will ensure high availability for these Internet-based functions within consistently managed response times, thus insulating the local production configuration and ensuring consistent access even in the event of a disaster at the County's site.

### ASSUMPTIONS AND CONSTRAINTS

- A 36-month commitment is required for service for TRTA Gov applications. If the County decides to terminate the service at any point prior to the end of the 36-month commitment, the County will be responsible for the fees for the TRTA Gov applications for the balance of the commitment.
- TRTA Gov will replicate the existing indexes, images, Aumentum Recorder software, and Microsoft SQL Server database to the remote data center configuration. The County's current Aumentum Recorder release level and configuration will not be changed.

- TRTA Gov will replicate the existing AgendaQuick data, images, and software to the remote data center and configure for disaster recovery. Public users will access AgendaQuick documents via the remote data center just like Aumentum public users. The County's current AgendaQuick release level and configuration will not be changed. Version 10 of the production and data center Cold Fusion licenses will continue to be used. If the County chooses to upgrade to a newer version, an addendum to this SOW will be required, and the County will be charged an additional fee.
- Public Access for Aumentum Recorder and AgendaQuick will allow researchers to view documents using the HIPA Plus replication server. Requests to purchase Aumentum Recorder document copies will be redirected to the County/production server to complete the transaction. For eRecording, documents will be received from submitters in the hosted application and will be pushed to the production server for normal processing as batches are accessed by users. All database changes occur on the production server. Replication is from the production server to the hosted server. In the event of a disaster event impacting the County production server, the hosted replication server can be enabled to allow ecommerce Public Access purchases, eRecording processing, and any other standard County Clerk business transaction. When the production server is back online, TRTA Gov will coordinate through County IT to update the production server.
- The County will be provided with 2TB of data storage, which should be sufficient based on current estimates. If usage exceeds this estimate and additional storage has to be added, the County will be notified and asked to approve the cost of adding additional storage for the balance of the contract. Space will be monitored as needed to ensure there is no limitation in functionality.
- The term "real-time replication" can take a few minutes to complete as network/server traffic will affect the timing of the replication between sites.
- Data replication can be impacted by the telecommunication provided between the County and the data center.
- The County is responsible for providing broadband communication access and any necessary firewall from the production site to an Internet service provider in the case of a LAN-to-LAN VPN tunnel.
- TRTA Gov will provide the County with a one-time delivery of images and database stored in the hosted facility at no charge to the County. This will include both database and images for the TRTA Gov AgendaQuick applications. If the County requests that TRTA Gov Technical Services restore the delivered backup data and images on the local server, then a separate billable work order would be created based on the time and materials required to support the event.
- Data and images housed in the Aumentum Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 tiff. All data and images hosted in the data center are the property of the Fort Bend County Clerk.
- The County will be responsible for providing all Aumentum Recorder production system hardware, infrastructure and environmental space, power requirements, and access by TRTA Gov for installation testing to the data center and operation.
- The County will provide the SSL Certificate for use with eCommerce and eRecording.
- High-speed remote access to application and database server(s) must be provided to the TRTA Gov project team members at agreed upon times for set-up, configuration and testing. The date and times of the required access will be scheduled between TRTA Gov and the County in advance by the respective project managers.
- The County will be responsible for testing and reviewing the data on the remote server and providing approval for cut-over production.
- All documentation provided by TRTA Gov is provided "as-is."
- TRTA Gov recommends running 100mbps Ethernet connections to the desktop.

- Future technology refreshes for the County have not been included in the scope of this SOW. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

## DEFINITION OF SEVERITY LEVELS

TRTA Gov shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and TRTA Gov's responses are detailed in the Records Management Master Agreement dated October 9, 2007 between the County and TRTA Gov.

## IMPLEMENTATION DELIVERABLES

### Hardware and Software Deliverables

Any hardware and software deliverables are listed at the beginning of this SOW.

### Remote Data Center Deliverables

Remote Data Center deliverables are described in "Attachment 2 - Managed Services Hosting Agreement" located at the end of this document.

All remote hardware and software and data center infrastructure are provided within the proposed HIPA Plus hosting services described in this SOW. The County will be provided with 2 TB of data storage which should be sufficient based on current estimates. TRTA Gov will be responsible for system set-up, configuration, and establishing communication with the County's network.

## COUNTY RESPONSIBILITIES

### Access

The County will provide a secure connection for remote access to facilitate TRTA Gov's support of the system. This can be accomplished via VPN connection for TRTA Gov personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

### LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

### Network Administration and Operating System Security

The County shall provide trained personnel to administer its network and manage its domain, including security access.



## PRICES

The following outlines the HIPA Plus hosting services proposed.

TRTA GOV HIPA PLUS HOSTING SERVICES	TOTAL PRICE
<p>HIPA Plus Hosting Services:</p> <ul style="list-style-type: none"><li>• HIPA Plus transactional data replication of Aumentum Recorder and AgendaQuick production server to the Indianapolis data center</li><li>• HIPA Plus Hosted Internet Public Access with eCommerce and eRecording</li><li>• County to provide SSL certificate for eCommerce and eRecording</li><li>• 2TB of storage</li></ul> <p>Includes all Aumentum Recorder and AgendaQuick server and web server data storage hardware located at the data center, Microsoft SQL Server database software, and all supporting infrastructure to ensure high availability.</p> <p>Recurring TRTA Gov applications monthly fee for 36 months (January 1, 2016 – December 31, 2018): \$3,632.00 per month, or \$43,584.00 per year</p>	<p>\$130,752.00</p>

## ATTACHMENT 1 – AGREEMENT TO STATEMENT OF WORK

### STATEMENT OF WORK AGREED AND ACCEPTED

We, the undersigned, accept this document as a stable work product to be used in the delivery of the services described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's change management process.

This Statement of Work will confirm all requests for services as outlined and at the price indicated. This SOW will be an addendum to the "Records Management Master Agreement" dated October 9, 2007 between the County and TRTA Gov. All the terms and conditions of that agreement will pertain.

### BILLING FOR HIPA PLUS

Monthly billing of \$3,632.00 for HIPA Plus will begin as of January 1, 2016.

HIPA Plus hosting fees are \$3,632.00 per month for 36 months (January 1, 2016 – December 31, 2018). The total fee for the full 36 months is \$130,752.00.

### SIGNATURES

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 1807 Braker Lane, Suite 400 Austin, TX 78758
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

This agreement is not effective until executed by both parties.

## ATTACHMENT 2 – MANAGED SERVICES HOSTING AGREEMENT

An incident is defined as any time the system is inaccessible to the public. The County will own the telecommunication (VPN) line that provides the data to the data center and will be first-line support; however, there may be an issue that is out of TRTA Gov's control that will temporarily affect the database replication. TRTA Gov will initiate a support call, monitor progress, and monitor the telecommunication line. Database replication is not included in the credit percentage section of this SOW. The telecommunication within the data center that provides availability to the records/website once on the server is included in the credit percentages and is owned by the data center.

The SOW applies only when the County is agreeing to a term commitment of thirty-six (36) months for the TRTA Gov applications. If the County decides to terminate the service, the County will be responsible for data center charges through the TRTA Gov application's thirty-six-month commitment. TRTA Gov reserves the right to amend the SOW from time to time effective upon notice to County, provided that in the event of any amendment resulting in a material reduction of the service levels, the change request sets forth County's sole remedies for any claim relating to the services, including any failure to meet any guarantee set forth in the change request. The Data Center records and data shall be the basis for all change request calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in a month shall not exceed 10% of the monthly recurring fee.

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management, or other Data Center policies relating to the Data Center service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the infrastructure availability, and the County will have no right to any service credit or other remedy under a change request or otherwise with respect to such disruption. The County will pay TRTA Gov at the current published rates for reasonable remedial services resulting from the County's actions.

TRTA Gov will provide the County with written notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. The Data Center designs its services around an N+ 1-redundancy philosophy that is used to minimize outages during planned change controls. The Data Center will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, the Data Center reserves the right to proceed with any change control if it is determined by the Data Center, in its sole discretion, that a change control is necessary to maintain the overall integrity of the services and/or the change control will not cause harm to the County.

### INFRASTRUCTURE AVAILABILITY

Infrastructure shall consist of the following components that are provided as part of the Data Center services:

- Co-location space reserved for use by the County in the Data Center, including quarter, half, or full cabinets and cage space;
- Power provided to County's co-location space; and
- Internet access provided to the County from the Data Center Internet Backbone.

In the event that TRTA Gov fails to meet its stated Infrastructure Availability in any given month during the service term, County shall be entitled to receive a credit (as the sole and exclusive remedy hereunder) by providing TRTA Gov with a written request for a service credit within sixty (60) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the service credit shall be determined by the percentage in accordance with the table shown below; the credit percentage will be off the monthly recurring fee.



## INCIDENT MANAGEMENT AVAILABILITY MATRIX

Infrastructure Availability Percentage	Credit Percentage
100%	0%
<99.99% > 99.5%	1%
<99.5% > 99.0%	2%
<99.0% > 98.5%	3.5%
<98.5% > 95.0%	5%
<95.0%	10%

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Manatron, Inc. - A Thomson Reuters Business  
Portage, MI United States

Certificate Number:  
2016-48652

Date Filed:  
05/03/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

17515  
HIPA Plus Hosting Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



## 6 AFFIDAVIT

MARY AMMAR  
Notary Public, State of Michigan  
County of Kalamazoo  
My Commission Expires Aug. 21, 2021  
Acting in the County of Kalamazoo

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Brian Wilson, this the 3rd day of May, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Mary Ammar

Printed name of officer administering oath

Senior Contract Administrator

Title of officer administering oath