



**Autoagent Data Solutions, LLC**  
8312 NW 8<sup>th</sup> Way  
Boca Raton, FL 33487  
T: 773.784.0709

**AGREEMENT:**

The Implementation, Hosting and Maintenance of  
The Real Estate Tax Processing and Payment Software known as "AutoAgent"

Prepared for:

**Fort Bend County, TX**



**Autoagent Data Solutions, LLC**  
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## **AGREEMENT**

This AGREEMENT is made and entered into as of 11/5/2013, by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), an Illinois corporation, maintaining its principal place of business at 8312 NW 8<sup>th</sup> Way, Boca Raton, FL 33487, and Fort Bend County, TX (hereinafter, "the Tax Collector"), a Government Agency maintaining its principal place of business at 309 South 4<sup>th</sup> Street, Suite 514, Richmond, TX 77469.

1. **TERM:** This agreement shall be in effect for a period of three (3) years from the date of its acceptance by Tax Collector, and shall be renewed automatically for successive one year terms thereafter. This agreement can be terminated at any time after expiration of the initial term by providing the other party written notice of the desire to terminate at least thirty (30) days prior to requested termination date.
2. **COMPUTER OPERATIONS:** Autoagent will provide computer usage of its Autoagent software and related systems and services to the Tax Collector. There is no fee to be paid to Autoagent from the Tax Collector associated with the usage of the aforementioned software or any services related to the use of this software. The fees are paid by the end users of the software ("Payers"). These users are third party companies that are interested in paying escrow or bulk real estate taxes electronically using Autoagent software. The computer software will be available 7 days a week, 24 hours a day except time for scheduled maintenance.
3. **FEE PAID BY PAYERS:** All the fees associated with the use and operation of the Autoagent software system, support, maintenance and hosting is paid by the payers. The Tax Collector is not responsible for any charges and the software licenses are provided completely free of charge.
4. **TAX COLLECTOR RESPONSIBILITIES:** The Tax Collector shall promote the use of Autoagent to all mass payers that currently make mass payments to the Tax Collector and these include all national, regional and local tax service corporations, all national, regional and local mortgage companies, property management companies, utility companies and other large corporate payers
5. **INDEMNITY:** Autoagent agrees to indemnify and hold harmless the Tax Collector against loss or threatened loss or expense by reason of the liability or potential liability of the Tax Collector for or arising out of any claims for damages related to the use of Autoagent's software and business practices.
6. **PROGRAMMING:** Autoagent will provide programming services as needed to meet the requirements of the Tax Collector in accordance with the business rules and regulations that the Tax Collector operates under in terms of collecting escrow real estate taxes. Autoagent shall have no access to any computer hardware of the Tax Collector unless the Tax Collector provides limited access to Autoagent for the sole purpose of distributing data directly related to the operation of Autoagent's software. Autoagent shall employ all necessary professional practices and take all precautions to ensure that the Tax Collector's systems are intact and free of any harm.
7. **IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT:** The fee payable to Autoagent from the Payers hereunder includes and shall cover all of the services set forth in this agreement and there will be no additional charges whatsoever to the Tax Collector for changes to the system required by programming errors or modifications or any incidental user support.
8. **NO PAYMENT:** The Tax Collector shall not be liable in case of no payment to Autoagent from a Payer. The collection of use fees from Payers is strictly between Autoagent and the Payer.



Escrow Tax Payments Made Easy

**Autoagent Data Solutions, LLC**

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9. **MAINTENANCE AND HOSTING:** Autoagent agrees to pay for maintenance and hosting of all computer equipment related to the smooth and normal operation of Autoagent software. The Tax Collector shall not be responsible for any expenditures that Autoagent may incur in relation with the maintenance and hosting of Autoagent's application software.

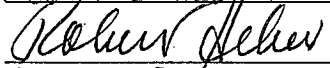
10. **CONFIDENTIALITY:** Autoagent agrees that it will not disclose any proprietary information, real estate data, records, addresses or any data or information related to the Tax Collector to any unauthorized third party.

11. **OWNERSHIP AND LICENSE:** All of the software developed and compiled by Autoagent pursuant to this agreement shall be the property of Autoagent.

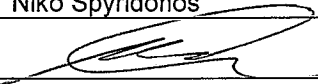
This Agreement shall be governed by the laws of the State of Texas:

#### ACCEPTANCE

##### For the Customer

Company: Fort Bend county  
Your Name: Robert E. Hebert  
Signature:   
Date: 11-5-2013  
Address: 301 Jackson Street  
Richmond, TX 77469

##### For Autoagent

Company: Autoagent Data Solutions, LLC  
Name: Niko Spyridonos  
Signature:   
Title: President  
Date: 10/29/2013  
Address: 8312 NW 8<sup>th</sup> Way  
Boca Raton, FL 33487

