Software Maintenance Renewal

Annual SaaS Mutual Agreement:

Dear CAMAcloud^{SM} ("Software") customer: Jackson County, MO Assessment Department ("Customer"),

This letter is a reminder of the approaching renewal date for your Software and details the renewal order you need to place to assure continued Software access, use, hosting, maintenance, and support.

Annual Software maintenance is required to protect your software investment, to continue use of Software, and to receive any support from Data Cloud Solutions, LLC ("DCS"). Further, annual Software maintenance allows you to keep your software up-to-date by providing access to, and the right deploy, our latest versions or releases and it helps you ensure that your users are kept up and running by providing your Software end-users/staff access to remote technical Software support features such as remote webinar training, e-mail, and Freshdesk support.

The attached Quote/Estimate shows the Software modules and the quantity of licenses for which Software maintenance coverage should be renewed in order to ensure continued access to such Software and its benefits until 12/31/2020. Access to Software and DCS support will cease to be provided if Software maintenance coverage is not renewed prior to the expiration of the current coverage period (12/31/2019). Reinstatement of Software Maintenance coverage after expiration of the current coverage period will be subject to higher prices (*at a minimum, an additional Professional Services fee of $1,500 will apply to reconnect and refresh Customer data to CAMAcloud^{SM}*).

Reference resolution 19800 and the associated agreement's term from 2018:

> "***Term.*** *This Agreement, including the End User License Agreement ("EULA") attached hereto and incorporated herein by reference, and in which Customer shall be referred to as "Licensee", shall commence on January 1, 2018 and end on December 31, 2018. Thereafter the parties shall have the option to renew the Agreement for an additional period of one year to be exercised in a writing signed by both parties. . ."*

As such, please sign below to renew the Agreement for an additional period of one year.

Thank you for choosing DCS. We look forward to continuing to provide you with world class Software solutions. Please place your renewal order as soon as possible, to ensure continued Software access and backup protections.

Remainder of page intentionally left blank.

Data Cloud
SOLUTIONS,LLC
...achieving the impossible

THE PARTIES HEREBY AGREE TO RENEW SOFTWARE MAINTENANCE AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: January 1, 2020

ACCEPTED BY: Data Cloud Solutions, LLC

APPROVED TO FORM:

_____
Authorized Signature

_____
County Counselor

President
Title

ACCEPTED BY: Jackson County, Missouri

ATTEST:

_____

_____
Clerk of the Legislature

Director of Finance and Purchasing
Title

SOFTWARE LICENSE and RELATED PROFESSIONAL SERVICES AGREEMENT

APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE THE JACKSON COUNTY 2014 APPRAISAL UPDATE AND EQUALIZATION OF VALUES

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Data Cloud Solutions, LLC ("DCS") an Ohio Limited Liability Company having a principal place of business at 2 West Columbia Street - Suite 220, Springfield, Ohio 45502 and Jackson County, Missouri ("Customer"). Collectively, DCS and Customer shall be known as the Parties.

RECITALS

WHEREAS Customer, pursuant to Missouri Revised Statutes, is responsible for uniform and accurate real estate assessments according to fair market value, and

WHEREAS Customer has the desire to acquire and implement a number of technology based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

WHEREAS Customer has instituted a performance plan for the valuation of new construction, annual appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring costly CAMA data conversions, and

WHEREAS Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

WHEREAS DCS is engaged in the business of developing and selling **CAMA Cloud**^{SM} **software**; including the MobileAssessor^{SM}, and its desktop Administrative & Quality Control, Uniformity Report, and MRA modules (hereinafter referred to as "Software"), and providing services with respect to same;

WHEREAS DCS possess the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOW:

1/15
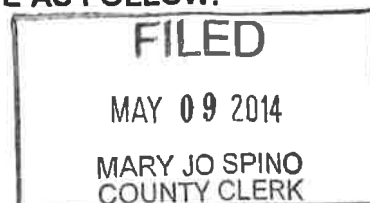
1) **Term.** This Agreement shall commence on the fifth day of May, 2014 and end with the full and complete delivery to the Customer by DCS, before May 6, 2017 of the professional services and deliverables as specified in this Agreement.

2) **Scope of Services.** DCS shall provide to Customer professional services regarding the provision, set-up, and implementation of up to 280,000 real property accounts; and training of Software on Customer hardware, including:

a) Fourteen (14) field appraiser iPad Air 4G LTE machines remotely loaded with Customer's technology-based resources including CAMA data, GIS data, and street level photography as of January 1, 2014.

Each of the CAMA Cloud^{SM} licensed devices (14 mobile, 4 desktop) can be operated in at least one or more combinations of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
- New construction field listing
- Updated street level photography
- Sales and market data validation
- Desktop review of flagged properties (via field or mass analysis) and ad-hoc filters
- Reappraisal data verification / collection
- Market areas statistical review and delineation notation
- Land and building values equalization review
- Reappraisal valuations final field review
- Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
- Board of Equalization field checks

b) Uniformity Report module setup and training, including comparable properties identification to be used to ascertain if similar properties are being uniformly assessed. Up to ten (10) seat licenses are granted with this Agreement.

c) MRA module setup and training. Up to four (4) seat licenses are granted with this Agreement.

d) Onsite, hands-on training of Customer in the use of Software, including the field appraisal functions, administrative management functions, Uniformity Report, and MRA modules; not to exceed 14 days in total. Onsite training shall be in conducted in the following allotments:

   i) at least two sessions containing 4-5 consecutive business days each; and

   ii) one or two subsequent sessions containing 2-4 consecutive business days.

Any onsite training or professional services in excess of the above described amounts shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

e) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential and commercial real property CAMA data-field mapping, by DCS for the duration of licensed use by Customer.

f) Premium remote (not onsite) professional services of Software and Customer specific use cases including, any project workflow recommendations or Software best practices consultation services that may arise. Specifically included: statistical analyses; error pattern recognition, outlier/suspect properties identification, and reference values and/or representative sample to properly report upon any area of concern throughout the county (to be used in conjunction with re-calibration of valuation models as may be needed and/or to remedy inordinate data); not to exceed 150 hours. Premium remote professional services shall be in conducted in the following allotments:

    i)   at least 1/4 hour shall be subtracted from the allowable remote hours for each remote professional services contact via email, fax, phone, or other remote services completely at the request of Customer, that is not directly related to a core Software failure; and

       (1) premium remote professional services commence after MobileAssessor^{SM} screen layouts have been designed and are pulling Customer data from CAMA Cloud^{SM}, and any unused hours shall expire 12 months after that commencing date.

Any remote professional services in excess of the above described amounts shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

g) Premium onsite professional services of Software and Customer specific use cases by DCS staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, and (b) business process/requirements analysis and workflow optimization. Onsite observations and findings shall be applied to Software training as applicable to the proper collection and incorporation of market data; not to exceed 20 days in total. Onsite executive professional services shall be in conducted in the following allotments:

    i)   no more than seven sessions containing 2-5 consecutive business days each; and

       (1) premium onsite executive professional services commence after MobileAssessor^{SM} screen layouts have been designed and are pulling Customer data from CAMA Cloud^{SM}, and any unused days shall expire 12 months after that commencing date.

Any onsite executive professional services in excess of the above described amounts shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

h) Premium onsite professional services of Software and Customer specific use case by DCS senior business analyst(s) with regard to Software use optimization related to business process, workflow, & change management analyses. Onsite observations and findings shall be applied to current systems/processes wherever possible and feasible for Customer to do so; or, business requirement documents provided to DCS executive staff for consideration of any Software alteration that may be needed. Additionally, DCS senior business analyst(s) time can be applicable to assisting executive staff with onsite Software training and/or other dedicated onsite professional services days as may be needed; not to exceed 5 days in total. Onsite executive professional services shall be in conducted in the following allotments:

    i)   no more than two sessions containing 2-3 consecutive business days each; and

(1) premium onsite senior business analyst professional services commence after MobileAssessor^{SM} screen layouts have been designed and are pulling Customer data from CAMA Cloud^{SM}, and any unused days shall expire 12 months after that commencing date.

Any onsite senior business analyst professional services in excess of the above described amounts shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

3) **License and Professional Fees for Software.** All initial licensing and implementation services set forth in this Agreement shall be completed for a sum not to exceed one hundred sixty five thousand one hundred dollars ($165,100.00).

   a) All bills properly rendered shall be due within fifteen (15) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.

      i) 60% of Software license and Professional fees ($99,060) is due upon the execution of this Agreement.

      ii) 20% of Software license and Professional fees ($33,020) is due within 30 days after the first day of Customer field appraisal staff receiving MobileAssessor^{SM} training.

      iii) The final 20% of Software and Professional fees ($33,020) shall be due within 60 days after the first day of Customer supervisory staff receiving CAMA Cloud^{SM} Administrative Console (i.e., work assignment, quality control, reports, tracking) training.

         (1) Uniformity Report module and MRA module training may not yet be completed, as these items are not relevant until after field data remediation efforts are complete.

   b) If Customer determines that DCS is not in compliance with the terms of this Agreement, Customer may suspend payments until DCS is in compliance with the terms and conditions of this Agreement.

      i) If DCS can offer proof that part of any fees due have been successfully delivered, then the itemized proportionate amount shall be due by Customer within 15 days of receiving reasonable proof of delivery of any such itemizations.

      ii) Full payment by Customer to DCS shall be immediately due if DCS was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer is accountable for, that interfere with DCS's ability to successfully complete agreed upon services.

4) **Annual Maintenance and Support Fees for Software.** Two years of annual maintenance and support shall be required with any new implementation of Software; for which Customer shall be responsible to pay DCS an annual sum not to exceed forty nine thousand five hundred twenty dollars ($49,520.00). During any prepaid contracted maintenance period for Software, Customer will be entitled to product Updates; which include releases that correct identified errors in Software (including revisions or dot releases), and product Upgrades, which are subsequent versions of Software, and provide new or enhanced functionality.

   a) Annual maintenance begins January 1, 2015 and the first annual total is due no later than January 31, 2015. Subsequent annual maintenance billing periods shall also commence on a

January 1st date, with no less than one additional renewal being due no later than January 31, 2016.

b) DCS will provide standard support services on current Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within one (1) business day. However, DCS cannot guarantee response times for those inquiries requiring substantial research.

   i) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.

c) DCS will also provide premium support services on current Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within 3 hour. Also included with premium support packages are the following services: (a) ongoing remote change management analysis and site specific business cycle customizations; not to exceed 80 hours, and (b) continuing premium onsite professional services; not to exceed 5 days. Onsite professional services shall be in conducted in the following allotments:

   i) no more than two sessions containing 2-3 consecutive business days each; and

      (1) any unused hours/days shall expire at the end of each annual maintenance period.

         (a) In the event that subsequent annual maintenance and support services are not renewed then (a) ongoing change management analysis and site specific business cycle customizations, and (b) continuing premium onsite professional services shall expire no sooner than the Effective Date of Agreement's next anniversary date.

d) Example: Annual maintenance and support begins 1/1/2015 and the full amount of $49,520 shall be due by 1/31/2015. Then, $49,520 shall be due by 1/31/2016; for which maintenance and support shall expire at the end of 12/31/2016 if there is not a renewed maintenance contract; however, the expiration date of any unused hours/days shall be extended through 5/5/2017 at no additional fee to Customer.

5) **Reimbursement of Expenses.** DCS shall be responsible for all direct expenses of DCS with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above described hours/days/licenses shall be billable by DCS to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

6) **Entire Agreement.** The present Agreement, attached Schedules, and Purchase Orders constitutes the full and complete understanding and agreement of DCS and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement will be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS
AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: May 5, 2014

ACCEPTED BY: Data Cloud Solutions, LLC

_____
Authorized Signature

Piesident
Title

APPROVED TO FORM
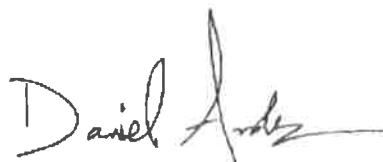
_____
W. Stephen Nixon
County Counselor

ACCEPTED BY: Jackson County, Missouri

_____
Q. Troy Thomas

Director of Finance and Purchasing
Title

ATTEST:

_____
Mary Jo Spino
Clerk of the Legislature

Digitally signed by
Daniel T. Anderson
Date: 2014.05.02
17:00:25 -04'00'

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of $165,100.00 which is hereby authorized. Funds for future years are subject to appropriation in the County's then current annual budget.

May 7, 2014
Date

Director of Finance and Purchasing
Account No.   045-4500-56080 - $49,500
              045-4500-56661 - $115,600

45002014006

SCHEDULE A

End User License Agreement

DEFINITIONS.

1.1   "Purchase Order" has the meaning set forth in Section 2.

1.2   "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.3   "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4   "Licensed Software" means the proprietary software of Data Cloud Solutions, LLC (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order or Agreement.

1.5   "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6   "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

2   PURCHASE ORDERS.

2.1   Licensee may issue to Data Cloud Solutions, LLC ("DCS") written Purchase Orders identifying the Licensed Software (as defined below) and services Licensee desires to obtain from DCS (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that the initial version of each Purchase Order shall be generated by DCS. DCS shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order.

DCS may reject a Purchase Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such rejection. In order to be valid, all Purchase Orders submitted by Licensee must be substantially in the form of Purchase Order attached hereto and shall be executed by authorized representatives of each party prior to taking effect. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3   LICENSE.

3.1   Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, DCS hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2   Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with DCS, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense

or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by DCS. Licensee acknowledges and agrees that the License is restricted to county/Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database. Licensee agrees that the database created by DCS and its architecture are key components of Software that is also being licensed concurrently with this Agreement. The database may be subject to copyright protection by DCS. Licensee acknowledges that any alteration of the database – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with DCS is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the database, and that DCS can no longer warrant the accuracy of the data or the database. Licensee shall not permit any third party or third party software product to access the database except with the prior written consent of DCS.

SERVICES.
4.1 Professional Services. DCS shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, DCS personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. DCS shall provide maintenance and support services ("Maintenance") as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 1 day for standard inquiries and 3 hours for emergency inquiries from the time the call was placed or 3 hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay DCS the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

5 FEES AND EXPENSES.
5.1 In consideration for the License and the Services and Maintenance to be provided by DCS, Licensee shall pay the fees as indicated in the applicable Purchase Order. Licensee will pay these fees within thirty (30) days of the date of the invoice, unless otherwise stipulated in the Purchase Order or this Agreement. Thereafter, all past due balances shall accrue interest at the rate of 1% per month. Licensee agrees that the SaaS CAMA Cloud^{SM} applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit DCS to deny Licensee- without notice - access to those aspects of the Software until full payment for all amounts owing are paid in full.

6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.
6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by DCS to Licensee (the "Proprietary Information") are confidential and that DCS has and will have exclusive Intellectual Property Rights in such Proprietary Information.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of DCS's Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of DCS. Except as otherwise expressly set forth in any Purchase Order or this Agreement, DCS shall own all right, title, and interest in and to all Deliverables that are written or created by DCS personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to

the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to DCS. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4   Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of DCS confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement.   Demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5   DCS agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. DCS agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to DCS's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement.

6.6   The provisions of this Section 6 apply to the Licensed Software as originally delivered by DCS and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7   Licensee agrees to assist DCS in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with DCS in any litigation that DCS determines is reasonably necessary to protect the Proprietary Rights.

6.8   The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages.

7   INDEMNITY.
7.1   DCS will indemnify and defend Licensee, at DCS's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies DCS in writing of any such claim; (ii) gives DCS full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with DCS in the defense of such claims, including providing adequate assistance and information.   The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without DCS's prior written consent.

7.2   This indemnity does not apply to, and DCS will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than DCS unless approved in writing by DCS; (ii) modifications made by DCS at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3   If an infringement claim arises, or in DCS's reasonable opinion is likely to arise, DCS may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to DCS, DCS may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable

charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF DCS AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELECTUAL PROPERTY RIGHTS VIOLATIONS.

8   WARRANTY AND LIMITATION OF LIABILITY.

8.1   DCS warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery.   Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. DCS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. DCS DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.   EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, DCS HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

8.3   EXCEPT FOR DAMAGES ARISING FROM THE BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR THE CONFIDENTIAL OBLIGATIONS SET FORTH HEREIN, IN RELATION TO ALL PURCHASE ORDERS AND THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY IN THE AGGREGATE FOR DAMAGES IN EXCESS OF ANY AMOUNTS ACTUALLY PAID TO DCS HEREUNDER.

8.4   NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, WHICH INCLUDES BUT IS NOT LIMITED TO LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9   TERM AND TERMINATION.

9.1.   The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, DCS may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to DCS that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay DCS all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, 8.3, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2   NON-APPROPRIATION.   DCS acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to DCS of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by DCS prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to DCS, including all non-refundable amounts.

MISCELLANEOUS.

10.1   Except for Customer's obligation to pay DCS, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any

events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of DCS, and (ii) DCS may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 DCS and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Missouri, without respect to conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the State and Federal District Courts for Jackson County in Missouri for the commencement or maintenance of any action between the parties arising hereunder. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining

provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 The parties may make disclosures regarding this Agreement required by legal, accounting, or regulatory agencies. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by DCS. DCS may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of DCS and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below , or at such other address as may hereafter by furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to DCS shall be sent to: Data Cloud Solutions, LLC, 2 West Columbia Street, Suite 220, Springfield, OH 45502; and, Data Cloud Solutions, LLC, PO Box 2194, Springfield, OH 45501; and a PDF copy to records@datacloudsolutions.net

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.

Purchase Order

Data Cloud
SOLUTIONS, LLC
achieving the impossible

PO # 14-802B
Date: April 17, 2014

PO Box 2194, Springfield, OH 45501
service@datacloudsolutions.net

TO Jackson County Courthouse - Assessment Department
415 E. 12th St., 1M
Kansas City, MO 64106   (816) 881-3530

SALES CONTACT	SITE	PRICE GUARANTEE	QUOTE EXPIRATION
Marlene Jeffers 816-529-9169	**Jackson County Assessment Dept.**	30 days	5/17/2014

QTY	DESCRIPTION	UNIT PRICE ($)	LINE TOTAL ($)
1	**CAMA Cloud^{SM} Site License & Implementation**; The one-time site fee for initial implementation covers all residential and commercial (RP) data-field mapping, screen layout, initial data uploads/synchronization logic, & 3 days of training. Total account size of up to 280,000 real property parcels.	n/a	50,000.00
14	**CAMA Cloud: MobileAssessor^{SM} Licenses** (2+ year term); One-time license fee, UNLIMITED USE, iPad Package, w/ Data Collection, DynamicRoute^{SM}, Interactive GIS, Touch Sketching, Instant PhotoBase^{SM}.	2,500 X 14 Mobile Lic's	35,000.00
4	**CAMA Cloud: Admin Console Licenses**; Field tracking and audit trail, Real-Time Q.C. Module, Real-Time Administrative Dashboard & Reports.	$900 X 4 Desk Lic's	3,600.00
10	**Additional Onsite Training Days**; 5 days Mobile/appraisers, 5 days Admin Console/supervisors (2-3 trainers).	700 x # of Days	7,000.00
1	**Uniformity Reports (Plug-In #1)**; Comparable Properties Identification, 1 time setup + training. To be used to ascertain if similar properties are being uniformly assessed and to assist with informal review/appeals.	n/a	17,500.00
1	**On-the-Fly MRA Tool (Plug-In #2)**; 1 time setup, Site License + Training.	n/a	9,500.00
1	**Premium Professional Services Package (1:3) - Remote**; 150 hour discounted allotment purchase, must be used within 12 months. Includes any project or software product consultation services that may arise. Also included: **Statistical Analyses**; Error Pattern Recognition, & Outlier/Suspect Properties Identification, & Reference Values and/or Representative Sample to properly report upon any area of concern throughout the county -- to be used in conjunction with re-calibration of models as may be needed and/or to remedy inordinate data. *Standard support only includes support related to any possible software bugs.*	$95 x # of Hours	$14,250.00
1	**Premium Professional Services Package (2:3), Executive Consultant/PMO - Onsite**; Mobile Device Mass Appraisal & Integrated Field Review Best Practices, Business Process/Requirements Analysis & Workflow Optimization. Findings applied to systems training, hands-on and/or dedicated onsite support days. Proper collection and incorporation of market data. (20 days)	$1,200 x # of Days	24,000.00
1	**Premium Professional Services Package (3:3), Senior Business Analyst - Onsite**; Business Process, Workflow, & Change Management Analyses. Findings applied to current systems/processes as possible, or BRD provided to Executive Consultant. Assist Executive Consultant with systems training, hands-on &/or dedicated onsite support days. (5 days)	$850 x # of Days	4,250.00
	Notes:	**ESTIMATE TOTAL**	**$165,100**

THANK YOU FOR YOUR INTEREST!

Data Cloud
SOLUTIONS, LLC
...achieving the impossible

PO Box 2194, Springfield, OH 45501
service@datacloudsolutions.net

TO   Jackson County Courthouse - Assessment Department
415 E. 12th St., 1M
Kansas City, MO 64106   (816) 881-3530

ANNUAL MAINTENANCE & SUPPORT FEES

QTY	DESCRIPTION	UNIT PRICE ($)	LINE TOTAL ($)
1	SaaS Maintenance, Photo Repository, Field Audit History & Remote Support (2+ year term); SSL, and Guaranteed no-loss data backups & secure storage. (280k parcels)	$0.06 x Est. Parcels	16,800.00
1	CAMA Cloud & MobileAssessor^{SM} Maintenance (14 mobile + 4 desktop)	20% of License Fees	7,720.00
1	Plug-In #1, (Uniformity Report) Annual Support; SaaS, Unlimited Users	500 x 10 Seat Licenses	5,000.00
1	Plug-In #2, (MRA) Annual Support; SaaS, Unlimited Users	500 x 4 Seat Licenses	2,000.00
1	Ongoing Change Management, Business Cycle Customizations, and Continuing Premium Professional Services - On Demand; Response within 3 hours. Includes up to an additional 5 days onsite per year.	n/a	18,000.00
		TOTAL EST. ANNUAL COST	**$49,520.00**

Note:

* All prices quoted are based upon 2+ year contractual pricing terms which does have an option to be renewed at the same rate for an additional 2+ years. Any term less is subject to increased license costs.

Annual maintenance (for SaaS hosting + licenses) begins January 1, 2015 and the first annual total is due no later than January 31, 2015. Subsequent annual maintenance billing periods shall also commence on a January 1st date, with no less than one additional renewal being due no later than January 31, 2016.

In the event that subsequent annual maintenance and support services are not renewed then Ongoing Change Management, Business Cycle Customizations, and Continuing Premium Professional Services shall expire no sooner than the Effective Date of Agreement's next anniversary date.

I have read the information outlined in this form and authorize Data Cloud Solutions, LLC to make required arrangements in order to perform the above mentioned tasks and agree to pay all referenced costs.

Acceptance of Quote/Order:

_____
Signature/Date

_____
Printed Name

We look forward to hearing from you soon.
THANK YOU FOR YOUR INTEREST!

15/15

CONTRACT

CONTRACTING PARTY/VENDOR: DATA CLOUD SOLUTIONS, LLC

TYPE OF CONTRACT: Resolution

RESOLUTION/ORDINANCE NO: Res. 18473

SUBJECT MATTER: 2014 Mobile Assessor Consulting and Software

CONTRACT AMOUNT: $165,100.00 4500201400 6

NUMBER OF ORIGINALS: 3

ORIGINATING DEPARTMENT: Jackson County Assessment Department

CONTACT PERSON: BurroughsScanlon, Jeph

Department	Date Sent To Department	Dated Returned To Counselor
Originating Dept.	5/2/2014	5/5/14
Counselor	5/5/14	5/6/14
Finance TROY SIGNS FOR COUNTY	5/6/14	5/6/14
Clerk	5/9/14	5-9-14
Executive	N/A	N/A
Other Signature Needed (Optional)	N/A	N/A

NOTES: Scan copy to Carol Gordon for payment and to Barb Casamento for her Files.

✱ Troy signs in 2 Places ✱

Return (3) To:
County Counselor's Office, X13355

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a twelve-month contract, with two twelve-month options to extend, for the furnishing of a mobile assessor software program and training, for use by the Assessment Department to Data Cloud Solutions, of Springfield, OH, as a sole source purchase, at a cost to the County for 2014 not to exceed $165,100.00.

RESOLUTION NO. 18473, April 7, 2014

INTRODUCED BY Theresa Garza Ruiz, County Legislator

WHEREAS, the Assessment Department has a need for a mobile assessor software package for its mass appraisal of properties in Jackson County; and,

WHEREAS, the Assessment Department staff conducted a thirty-day pilot test of the mobile assessor software program furnished by Data Cloud Solutions of Springfield, OH; and,

WHEREAS, the Director of Assessment has determined that a contract for the furnishing of a mobile assessor software package with Data Cloud Solutions will streamline and improve the mass appraisal process; and,

WHEREAS, section 1030.1, Jackson County Code, 1984, eliminates the requirement for competitive bidding when items to be purchased can be obtained from only one source; and,

WHEREAS, section 1030.1 also requires notification of and approval by the Legislature on such sole source purchases exceeding $25,000.00; and,

WHEREAS, the Director of Finance and Purchasing recommends the award of a twelve-month contract, with two twelve-month options to extend, for the furnishing of the mobile assessor software program and training, at a cost to the County for 2014 not to exceed $165,100.00 to Data Cloud Solutions of Springfield, Ohio, as a sole source purchase based upon its status as the sole provider of its proprietary software; and,

WHEREAS, this contract for the mobile assessor is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri that the purchase be made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary for the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payments, on the contracts to the extent that sufficient appropriations to the using agency are contained in the then current County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

_____
Chief Deputy County Counselor

_____
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18473 of April 7, 2014, was duly passed on _____April 14_____, 2014 by the Jackson County Legislature. The votes thereon were as follows:

Yeas ___8___   Nays ___0___

Abstaining ___0___   Absent ___0___

                      Excused ___1___

___4-14-14___
Date

_____
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 045   4500   56080
ACCOUNT TITLE: Assessment Fund
                    Non-Departmental Department
                    Other Professional Services
NOT TO EXCEED: $ 49,500.00

ACCOUNT NUMBER: 045   4500   56661
ACCOUNT TITLE: Assessment Fund
                    Non-Departmental
                    Software Purchases
NOT TO EXCEED: $115,600.00

Remaining funds sufficient to meet this obligation are subject to appropriation in future years' budget.

April 4, 2014
Date

Director of Finance and Purchasing