O.5090

MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES

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

By and Between	And
MANATRON, INC. – A THOMSON REUTERS BUSINESS	**JACKSON COUNTY, MISSOURI**
510 E. Milham Avenue	415 E. 12th Street, Room 104
Portage, Michigan 49002	Kansas City, Missouri 64106
("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	("Customer")
Attention: Matthew Henry, Lead Contract Administrator	Attention: Robert Kelly, Recorder of Deeds
Telephone No.: (269) 388-2633	Telephone No.: (816) 881-3191
Fax No.: (269) 567-2930	Fax No.:
E-mail Address: Matt.Henry@TR.com	E-mail Address: records@jacksongov.org

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which TRTA Gov shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules MO2018.001.01, Statement of Work # MO2018.001.01SOW and all future Schedules that reference the Master Agreement No. MO2018.001. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

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

TRTA GOV

By: _____
(Signature)

Brian A. Wilson
(Typed or Printed Name)

Its: V.P., Finance
(Typed or Printed Position)

Date: 7.12.2018

Witnessed: _____
(Signature)

By: Matthew Henry
(Typed or Printed Name)

FILED

JUL 2 0 2018

MARY JO SPINO
COUNTY CLERK

JACKSON COUNTY, MISSOURI

By: _____
(Signature)

Its: Director of the Department of Finance and Purchasing
(Typed or Printed Position)

Date: 7-17-2018

By: _____
(Signature)

Its: County Counselor
(Typed or Printed Position)

Date: 7/17/2018

By: _____
(Signature)

Its: Clerk of the Legislature
(Typed or Printed Position)

Date: 7/19/18

Witnessed: _____
(Signature)

Date: _____

Master No.: MO2018.001
Date: June 26, 2018
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1. DEFINITIONS

As used in this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**Test Period**" means the thirty (30) day period following (a) Customer's receipt of the Notice of Completion, or (b) in the case where Customer requests or causes a material delay in the performance of

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implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

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

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

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

2. SCHEDULES

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

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

3. SOFTWARE LICENSE

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

3.2 **Acceptance Testing.**

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

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

3.3 **Scope of Rights**. Customer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRTA Gov shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE

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

5. MAINTENANCE & SUPPORT SERVICES

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

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

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

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

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

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

5.2 **Customer Obligations.**

5.2.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Maintenance & Support Services shall be made. TRTA Gov shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to TRTA Gov.

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

5.2.3 Customer shall comply with the applicable Documentation.

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

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

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

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

6. OTHER SERVICES

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

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

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

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

6.2.3 **Performance Dates.**

6.2.3.1 **Interdependencies of Dates.** Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and

completion dates, including, without limitation, the date of completion of the project.

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

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

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

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

7.   INSURANCE

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

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

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

8.   FEES AND PAYMENT TERMS

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

8.2 Support Fees. Customer agrees to pay TRTA Gov the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees will commence on the date of Go-Live and shall be invoiced annually in advance. TRTA Gov shall have the right to increase the annual support fees for existing Software Versions upon prior written notice. Support fee increases will not exceed the greater of 4% or the U.S. National CPI over the previous annual term. In the event TRTA Gov provides Customer with any new software product or Version, TRTA Gov may publish and apply a revised Maintenance & Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

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

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

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

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

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

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

8.9 Price Changes. If TRTA Gov utilizes a third-party Hardware Maintenance services provider, TRTA Gov shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days' prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. TRTA Gov shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by TRTA Gov upon thirty (30) days' prior written notice to Customer, but no more than once every twelve-month period under this Agreement.

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9. ADDITIONAL CUSTOMER RESPONSIBILITIES

9.1 Communications Equipment. At a minimum, Customer is required to provide TRTA Gov with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. No other VPN clients are supported.

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

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

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

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

10. WARRANTIES

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

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

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

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

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

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

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

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

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

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

11. CONFIDENTIAL INFORMATION.

Customer's obligations under this section are subject to the Missouri Open Records Act. Customer agrees to notify TRTA Gov, in writing, of any Open Records requests received by the Customer requesting TRTA Gov information.

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

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

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

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

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

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

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

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

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

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

13. LIMITATIONS OF LIABILITY.

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

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

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

15. TERM.

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

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

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

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

16. TERMINATION.

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

> 16.1.1 Breaches its confidentiality obligations under this Agreement;

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

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

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

16.2 **By Customer.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper

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

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

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

17. DISPUTE RESOLUTION.

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

18. GENERAL.

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

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

18.3 **Notices.**

18.3.1 **Delivery**. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 16 ("Termination") or

Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

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

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

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

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

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

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

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

18.9 **Assignment**. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, TRTA Gov may, without Customer's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an affiliate, (b) in connection with TRTA Gov's or an affiliates' sale of a division, product or service, or (c) in connection with a reorganization, merger, acquisition or divestiture of TRTA Gov or any similar business transaction.

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

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

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

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

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

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

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

18.17 **Entire Agreement**. This Agreement # MO2018.001, Schedule # MO2018.001.01, and Statement of Work # MO2018.001.01SOW embody the entire agreement and understanding between TRTA Gov and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning (a) estimated completion dates, hours, or charges to provide any Service, (b) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties), (c) the experiences or recommendations of other parties, or (d) results or savings Customer may achieve, shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on TRTA Gov.

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APPENDIX A

RESPONSE POLICY

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

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

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

The attached Schedules numbered MO2018.001.01 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MO2018.001 between Manatron, Inc. and the undersigned Customer (the "Agreement").
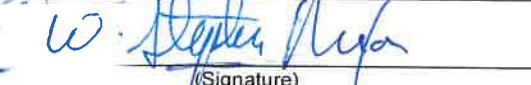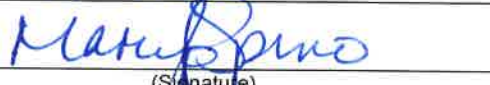
By and Between	And
MANATRON, INC. – A THOMSON REUTERS BUSINESS	**JACKSON COUNTY, MISSOURI**
510 E. Milham Avenue	415 E. 12th Street, Room 104
Portage, Michigan 49002	Kansas City, Missouri 64106
("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (269) 388-2633 Fax No.: (269) 567-2930 E-mail Address: Matt.Henry@TR.com	Attention: Robert Kelly, Recorder of Deeds Telephone No.: (816) 881-3191 Fax No.: E-mail Address: records@jacksongov.org

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

TRTA GOV

By: _____
(Signature)

Its: V.P., Finance
(Title)

Date: 7.12.2018

Witnessed: _____
(Signature)

By: Matthew Henry
(Printed or Typed Name)

JACKSON COUNTY, MISSOURI

By: _____
(Signature)

Its: Director of Finance and Purchasing
(Title)

Date: 7-17-2018

By: _____
(Signature)

Its: County Counselor
(Title)

Date: 7/17/18

By: _____
(Signature)

Its: Clerk of the Legislature
(Title)

Date: 7/19/18

Witnessed: _____
(Signature)

Date: _____

SIGNATURE PAGE

Date: May 14, 2018 S.S.

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SOFTWARE SCHEDULE FOR JACKSON COUNTY, MISSOURI

Schedule No. MO2018.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MO2018.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	**Model Number**	**Quantity**	**Unit Price**	**Price**	**Notes**
Upgrade to Aumentum Recorder	A2	1	No charge	-	
Upgrade to Aumentum Recorder - eRecording	ERECORDING	1			
Upgrade to Aumentum Recorder - Automated Redaction	AUTOREDACTION	1			
Aumentum Recorder - Public Access	PUBLICACCESS	1	Existing software	-	
Total Software Fees:				**N/A**	

SOFTWARE USE RESTRICTIONS: Site license(s).

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

Date. May 14, 2018 S.S.

THOMSON REUTERS

THIRD-PARTY SOFTWARE SCHEDULE FOR   JACKSON COUNTY, MISSOURI

Schedule No. MO2018.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MO2018.001 between TRTA Gov and the undersigned Customer (the "Agreement").

THIRD-PARTY SOFTWARE				
Software Description	Quantity	Unit Price	Price	Notes
LeadTools Plus OCR Workstation License	5	Existing software	-	
LeadTools Document Imaging License	35			
LeadTools Read PDF Plug-In	40			
LeadTools Write PDF Plug-In	40			
Captiva Pix Tools	10	$ 182.00	$ 1,820.00	
Total Third-Party Software Fees:			$ 1,820.00	

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees specified in this Schedule.

Date: May 14, 2018 S.S.

THOMSON REUTERS

MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Services") SCHEDULE FOR JACKSON COUNTY, MISSOURI
Schedule No. MO2018.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MO2018.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	**Model Number/ Quantity**	**Annual Price**	**Comments**
Aumentum Recorder	A2-S	Continue at then-current Annual Fee	
Aumentum Recorder - eRecording	ERECORDING-S		
Aumentum Recorder - Automated Redaction	AUTOREDACTION-S		
Aumentum Recorder - Public Access	PUBLICACCESS-S		
LeadTools Plus OCR Workstation License	5	Included	Manufacturer's warranty only except as detailed below
LeadTools Document Imaging License	35		
LeadTools Read PDF Plug-In	40		
LeadTools Write PDF Plug-In	40		
Captiva Pix Tools	10		
Total Annual Software Support Services Fees:		Continue at then-current Annual Fee	

THIRD-PARTY SOFTWARE SUPPORT: TRTA Gov will be the primary interface through direct communications with vendors, manufacturers, and service providers of the Third-Party Software. As part of first-level support, TRTA Gov shall diagnose errors or problems reported by Customer. If the errors or problems are determined by TRTA Gov to be related to the Third-Party Software, TRTA Gov shall contact the appropriate service for the Third-Party Software and provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services under these Schedules shall commence on the date of Go-Live and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with written notice of termination at least sixty (60) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any reason, and Customer later wishes to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: May 14, 2018 S.S.

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PROFESSIONAL SERVICES SCHEDULE FOR JACKSON COUNTY, MISSOURI
Schedule No. MO2018.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered
into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services
No. MO2018.001 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES			
General Description of Services	**One-Time Fees**	**Annual Fees**	**Estimated Completion Date**
Project Management			
Consulting - General			
Consulting - Training			
Development - Conversion	$ 117,642.00	-	TBD
Development - Project			
DBA			
Tech Services			
Travel			
Total Professional Services Fees:	**$ 117,642.00**	**N/A**	

NOTE: All Professional Services fees are quoted at the current rate and are subject to increase without notice.

CONVERSION: TRTA Gov will provide conversion services to convert applicable data required the operate the new software from the Customer's present system to TRTA Gov's. All data must be delivered in TRTA Gov's prescribed format. If it is not delivered to TRTA Gov in the prescribed format, then conversion will be billed at the then-current rate in effect plus travel-related expenses. Only data required for TRTA Gov application software will be converted. Data maintained in any third-party software product (Fasport, word processing, spreadsheets, etc.) will be re-entered by the Customer.

PROFESSIONAL SERVICES PAYMENT TERMS: Professional Services fees are due and payable in accordance with the billing milestones in Statement of Work MO2018.001.01SOW. Travel-related expenses associated with TRTA Gov's Professional Services are included in the price above.

ADDITIONAL PROFESSIONAL SERVICES PAYMENT TERMS: TRTA Gov shall provide Professional Services to Customer in the amount(s) identified in Statement of Work MO2017.001.01SOW. Any additional Professional Services time requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional Services.

GENERAL PROVISIONS: (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner; (2) all Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sesssions; (3) up to six [6] hours of training are included in a "full day" of training; (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; (5) TRTA Gov recommends one [1] person per PC/terminal; and (6) class size should not exceed eight [8] trainees.

Date: May 14, 2018 S.S.

ONE-TIME FEES	
Description	**Price**
SOFTWARE	N/A
THIRD-PARTY SOFTWARE	$ 1,820.00
PROFESSIONAL SERVICES	$ 117,642.00
Total One-Time Fees - Plus Freight:	**$ 119,462.00**

Payment Terms for One-Time Fees: Billing milestones are shown in Statement of Work MO2018.001.01SOW.

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

ONGOING FEES	
Description	**Annual Price**
SOFTWARE SUPPORT SERVICES	Continue at then-current Annual Fee
Total Ongoing Fees:	**$ -**

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8.2 of the Master Agreement.

Date: May 14, 2018 S.S.

STATEMENT OF WORK MO2018.001.01SOW

JACKSON COUNTY, MISSOURI

AUMENTUM RECORDER UPGRADE

May 14, 2018

Prepared by: Sonny Sagar

Manatron, Inc. – A Thomson Reuters Business

Document submitted by Manatron, Inc. – A Thomson Reuters Business

Thomson Reuters Tax & Accounting, Government

Corporate Headquarters

510 East Milham Avenue

Portage, Michigan 49002

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PROJECT SUMMARY

Project:	Jackson County, Missouri Aumentum Recorder Upgrade
Project Site:	Main Office – 415 E. 12th Street, Room 104 Kansas City, Missouri 64106 Satellite Office – 112 W. Lexington, Suite 30 Independence, Missouri 64050
County Contact(s):	Robert Kelly, Recorder of Deeds (816) 881-3191
Target Date of Implementation:	Detailed schedule with agreed-upon dates to be delivered in the planning phase of the project.
Scope:	Business Process Analysis (BPA); Aumentum Recorder Software Upgrade, Software Configuration, and Testing; Index and Image Conversion; Training; On-Site Support.
Technology:	Hardware - Hardware is not included as part of this Statement of Work ("SOW"). Should new hardware be required, the County will purchase and install new hardware based on TRTA Gov's recommended configuration requirements. TRTA Gov will install all Aumentum Recorder dependent third-party software to servers and network peripherals. Software (see following table for software licenses included) - The County will receive the standard State of Missouri configuration of the TRTA Gov Aumentum Recorder software. The software deliverables from TRTA Gov are listed in this SOW. Deliverables outside the current functionality of the standard Aumentum Recorder suite 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.

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. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and Jackson County, Missouri (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

Servers will be set up with the Aumentum Recorder software for all County and public search workstations. Specific new third-party software will be added to bring the configuration up to current standards.

Item	Description	Number of Users	Comments
TRTA Gov Aumentum Recorder Software	Modules include Aumentum Recorder base system, Marriage, eRecording and Automated Redaction (Public Access is already installed).	Site license (unlimited users)	Assumes most recent functionality, including the Missouri configuration of the Aumentum Recorder software.
Captiva Pix Tools License	Scanning workstation software.	10 licenses	One license for each workstation that scans.

RECOMMENDED HARDWARE

Hardware is not included as part of this SOW. TRTA Gov will work with the County to determine where new hardware would be required, or if existing hardware can be utilized. Should new hardware be required, TRTA Gov can provide detailed technical specifications for servers, workstations, and peripherals. A separate contract would be required for any new hardware or hardware-related services.

IMPLEMENTATION SERVICES

The following services will be provided for this project:

Description	Comments
Project Management Services	Manages overall project schedule, directs all TRTA Gov resources, and acts as escalation point for project.
Business Process Analysis – maximum three (3) business days on site; one business analyst	Analysis of existing system functionality to transition to new Aumentum Recorder workflow with recommendations on configuration and workflow.
Software Configuration, Localization, and Quality Assurance	Provided by development, QA, and consulting groups. Quoted price assumes that all software will be installed and/or configured within the project work schedule. Separation of install dates of software modules may result in billable services per the Change Control process defined in this document.
Configuration Workshop – maximum of three (3) business days on site	Configuration of standard Aumentum Recorder suite to meet County localization needs as detailed by the Business Process Analysis.
Data Conversion	Includes conversion of existing Anthem index and images.
Training – maximum of five (5) business days at one (1) site with option for two (2) remote days; one trainer	On-site, instructor led. Includes soft copy of training manuals for County to print.
On-Site Support – maximum of five(5) business days at Go-Live; two (2) business analyst/trainers for Aumentum Recorder Go-Live at main office and satellite office	On-site assistance, troubleshooting, and support. County may contract with TRTA Gov for subsequent on-site support trips through a change request.
Documentation	Standard TRTA Gov soft documentation for user manuals, business process analysis, and project management.
Post Go-Live Support – maximum of two (2) business days on site; one business analyst; at least 30 days after Go-Live	Aumentum support activities for post-production environment. Dates and agenda will be formalized after Go-Live.

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this project is to implement the TRTA Gov Aumentum Recorder solution into the County's office. This Statement of Work describes the project that TRTA Gov is responsible for implementing. Upon contract signing, a subsequent Project Execution Plan will be jointly created by the TRTA Gov and County project managers. The Project Execution Plan will detail how the project will be managed, including detailed communication, risk, and scheduling plans.

The software will replace the existing system and automate many manual processes, simplifying the workflow. The TRTA Gov Aumentum Recorder software implementation project will facilitate the installation of the most recent standard configuration of the software (as demonstrated to the County) into the County's process scheme.

The project will be administered in the following phases:
- Project planning—commences upon contract signing (or earlier);
- Kick-off;
- Business Process Analysis;
- Conversion of index data and images;
- System set-up and configuration;
- Software configuration and review with the County;
- County review of conversion data;
- Specialized training;
- Go-Live of Aumentum Recorder;
- On-site support.

SCOPE STATEMENT

This project is responsible for the TRTA Gov Aumentum Recorder solution installation and on-site support. Specifically, this project entails:

- The specification of server hardware;
- Configuration of new server hardware, if necessary;
- Configuration and installation of software, including third-party software;
- Conversion of County index and image data extracted and provided by the County;
- Instruction/training of County staff; and
- On-site support within the terms of the agreement.

ASSUMPTIONS AND CONSTRAINTS
- Prior to beginning this project, the County will have had the opportunity to view a demonstration of Aumentum Recorder software products. All issues concerning outstanding functionality will be resolved prior to beginning this project or will be addressed through the Change Management Process (as defined later in this document).

- Aumentum Recorder software will be accepted "as is." Aumentum Recorder functionality described in this Statement of Work or related contract and proposal documents will be provided as part of this project.

- Any new version releases of the software will be provided to the County at no additional charge provided the County is current on their maintenance agreement with TRTA Gov.

- TRTA Gov Aumentum Recorder software includes the Aumentum Recorder platform for land records (includes all core functions, including recording/cashiering, scanning, indexing, reporting, image import, image export/archive, map/plats, printing, and system administration). Also included are Marriage, eRecording and Automated Redaction. Pricing assumes installation of the standard Aumentum Recorder software product functionality. Any statutory requirements will be addressed during the analysis phase of the project. Such state requirements that cause changes to the software will be handled through TRTA Gov's Change Management process and may be subject to additional changes to scheduling.

- eCommerce interfaces for TRTA Gov Public Access will be included only if the County requests it during this Aumentum Recorder implementation. The County must use a TRTA Gov-certified merchant for payments. TRTA Gov preferred selected vendors include PayPal, Certified Payments and Vital Check. TRTA Gov services and a change request will be necessary should the County elect to implement eCommerce after the Aumentum Recorder implementation, or to integrate with a merchant who is not currently certified by TRTA Gov.

- Aumentum Recorder standard reports will be configured for the County. No customized reports are included unless otherwise contracted. Additional reports outside the standard reports included with Aumentum Recorder may be subject to additional charges.

- The analysis may reveal necessary changes in workflow, office set-up, or software functionality that could affect the hardware required, project timeline, or standard Aumentum Recorder functionality. Changes in software and hardware will be subject to the Change Management Process and appropriate pricing/scheduling.

- 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 conversion, development, testing, and installation. The date and times of the required access will be scheduled between TRTA Gov and the County in advance by the respective project managers.

- TRTA Gov will convert record and image data from Anthem "as is." The County shall review the converted data. The County's sole remedy and TRTA Gov's sole obligation for conversion shall be to correct any errors caused by conversion of the data by TRTA Gov, as detected by the County. TRTA Gov shall not be obligated to correct errors inherent in the data provided to TRTA Gov. Data cleansing is not included in the scope of this project.

- Any disputes in functionality prior to the data conversion will be subject to change control procedures and could delay the project. All differences will be reconciled in writing before the "live day" is re-scheduled.

- All documentation provided by TRTA Gov is provided "as-is."

- The County is solely responsible for software training and testing with all third parties (eSubmitters, other County agencies, etc.).

- TRTA Gov recommends running all imaging and database servers on dedicated switched 100mbs Ethernet connections to the desktop.

- Future technology refreshes for the County have not been included in the scope of this project.

PROJECT STAKEHOLDERS

Name	Role	Contact Information	Responsibility
Robert Kelly, Recorder of Deeds	County Sponsor	(816) 881-3191 records@jacksongov.org	Accepts deliverables; approves change.
Judy Peikert, Senior Director, PMO	TRTA Gov Sponsor	(512) 287-7431 judy.peikert@tr.com	Point of escalation; approves change.
TBD	County Project Manager		Monitors schedule and deliverables; coordinates County responsibilities.
Chance Campbell, Senior Project Manager	TRTA Gov Project Manager	(512) 287-7404 chance.campbell@tr.com	Monitors schedule and deliverables; coordinates TRTA Gov responsibilities.
Sonny Sagar, Senior Account Manager	TRTA Gov Account Manager	(785) 623-0970 sonny.sagar@tr.com	Monitors the County support activities following Go-Live.
Marlys Gardner, Product Manager	TRTA Gov Product Manager	(512) 287-7409 marlys.gardner@tr.com	Provides guidance to professional services staff.
TBD	TRTA Gov Consultant(s)		Business analysis, training, and on-site support.
TBD	TRTA Gov System Engineer(s)		Consultation and/or configuration of servers, workstations, and peripherals.
TBD	TRTA Gov Development Lead		Testing and installation of software; conversion.

IMPLEMENTATION DELIVERABLES

Deliverables refer to what a project is to produce. With this TRTA Gov Aumentum Recorder implementation project, the deliverables fall into several categories: hardware deliverables, software deliverables, TRTA Gov application software deliverables, training deliverables, data/image conversion deliverables, documentation deliverables, and project management deliverables.

Hardware and Software Deliverables

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

TRTA Gov Application Software Deliverables

The County will receive the standard TRTA Gov Aumentum Recorder software configured for Missouri. The specific software deliverables from TRTA Gov are listed in this SOW. Deliverables outside the current functionality of the standard Aumentum Recorder suite or this SOW may be subject to additional development and configuration. Both TRTA Gov and the County will mutually agree upon these deliverables, adhering to the Change Management Process.

Training Deliverables

All user training will include a combination of instructor lecture, hands-on instruction, and practice using the requisite system hardware and applications. Each user will receive an overview of how to navigate within the appropriate software operating system and attend specially tailored sessions on the use of the TRTA Gov Aumentum Recorder product. Finally, each user will conduct a thorough hands-on training exercise, including all system functions operating together.

TRTA Gov will work with the County to identify appropriate target audiences for training, confirm the location of the training facility, create a training schedule, and confirm attendance. The training plan will be outlined in the Project Execution Plan.

Data/Image Conversion Deliverables

TRTA Gov recommends that all historical index data be converted prior to going "live" with the new system. Going live with all historical data reduces the dependence on the existing system and boosts confidence in the new system. Generally, TRTA Gov processes the data in two phases. Historical data up to a defined cut-off point will be converted by TRTA Gov early in the project for the County to review. The weekend prior to "Live Day" (which will fall on a Monday) TRTA Gov staff will process the data that was collected during the interim period between the beginning of the project and the "Live Day" weekend. TRTA Gov will ensure that all index data and image data will be available to the County on the scheduled live date. TRTA Gov will convert historical accounting and receipt data (actual cashiering transactions) from Anthem. TRTA Gov recommends balancing out the cashiering before Go-Live and creating new receipts in the Aumentum Recorder system.

TRTA Gov will create a detailed conversion strategy jointly with the County during the planning phase of this project.

Documentation Deliverables

Standard project documentation will be delivered on a CD-ROM disc by the end of on-site support phase. Items include documentation materials such as the end user, system administration user, and technical reference manuals from third-party vendors.

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 TRTA Gov and promptly perform the County's responsibilities to assist TRTA Gov in its installation of the TRTA Gov Aumentum Recorder solution, including, but not limited to, those responsibilities set forth below.

Site Preparation and Maintenance

The County shall:

- Prepare the installation site to facilitate integration of systems to be interfaced to the TRTA Gov Aumentum Recorder solution in accordance with instructions provided by TRTA Gov;
- Determine that the Aumentum Recorder system meets requirements;
- Provide access to the licensed server via VPN to be available on a 7-day/24-hour basis to facilitate the installation;
- Provide access to the building during on-site activities.

The County is also 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 TRTA Gov'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 TRTA Gov, provide access to the County's staff to answer questions, coordinate the County's activities and responsibilities for the project, and communicate with TRTA Gov concerning the County's performance. The County may change their project manager upon prior written notice to TRTA Gov.

Non-TRTA Gov Hardware and Non-TRTA Gov Software Acquisition

Unless otherwise specified, the County shall acquire all necessary hardware, third-party software for the server (i.e., SQL server, 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. TRTA Gov may be contracted to purchase hardware and third-party software as needed.

Training

The County shall:

- Ensure trainee availability;
- Ensure availability of adequate training facilities and resources;
- Submit for training only those personnel who possess basic skills with Windows®-based programs (i.e., using a mouse, minimizing and maximizing windows, opening files, etc.);
- Identify employees to be trained and their job responsibilities on the TRTA Gov Aumentum Recorder system;
- Submit for training only those personnel who are already proficient at performing similar or parallel legacy process tasks in County's business operation;
- Provide detailed information regarding current business processes and access to management authorized to approve business process changes.

Conversion Data

The County shall:

- Select verification samples.
- Verify their extracted data (if images are to be converted, the legacy data must have index-to-image relationships clearly identified in the data file; the County shall also provide specific samples of indexes and images that are representative of the data to be converted for online verification).
- Be responsible for performing data cleansing. TRTA Gov will analyse extracted data and provide data cleansing reports to assist County's data cleansing efforts (efforts that will need to be coordinated in conjunction with conversion activities or held until after Go-Live on the new system). The County will notify TRTA Gov when the data is ready for conversion, and TRTA Gov will convert the data to the TRTA Gov Aumentum Recorder solution. At the completion of each conversion phase, the County shall approve the conversion acceptance criteria based upon the verification of the samples.
- Any delays in deliverables from the County to TRTA Gov could result in extending TRTA Gov's delivery and installation deadlines.

On-Site Office Visits

Access to the County's facilities must be available to the TRTA Gov project team members for the duration of any on-site visits. The date and times of the required access will be scheduled between TRTA Gov and County project managers in advance of the visits. The County shall make office space available for TRTA Gov 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 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.

Cooperation

The County shall provide space or move furnishings as required to facilitate various stages of TRTA Gov Aumentum Recorder solution installation.

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 PRODEDURES

COMMUNICATIONS PLAN

In order to keep the County and TRTA Gov 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 TRTA Gov 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 TRTA Gov 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 TRTA Gov project managers for review.

- All issues will be logged, tracked and maintained by the TRTA Gov project manager;
- The Issues Log (using TRTA Gov'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 TRTA Gov 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 TRTA Gov 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 TRTA Gov's Change Management System. The County or TRTA Gov can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

TRTA Gov 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 TRTA Gov's evaluation shall be added to and become part of the change request. If TRTA Gov's evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If TRTA Gov's evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov 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, TRTA Gov 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 TRTA Gov 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 TRTA Gov project manager, and may increase the price of the project and/or require added time.

PROJECT FEES

ONE-TIME FEES

Item	Quantity	Unit Price	Total Price
Aumentum Recorder software, including Aumentum Recorder base system, Marriage, eRecording and Automated Redaction	1	No charge	$0.00
Captiva Pix Tools License	10	$182.00	$1,820.00
Professional services, including project management, general consulting, training, conversion development, project development, DBA, tech services and travel expenses	1	$117,642.00	$117,642.00
Total One-Time Fees			$119,462.00

ANNUAL MAINTENANCE AND SUPPORT SERVICES FEES

Upon the date of Go-Live (defined in Acceptance Form 5), the County's current support will continue at the County's then-current Annual Maintenance and Support rate.

ATTACHMENT 1 – AGREEMENT TO SOW

STATEMENT OF WORK AGREED UPON 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 TRTA Gov's Change Management Process.

This Statement of Work will confirm all requests for software and services as outlined and at the prices indicated. This SOW is an addendum to Master Agreement MO2018.001 and Schedules MO2018.001.01 between the County and TRTA Gov. All the terms and conditions of such agreements will pertain.

BILLING MILESTONES FOR AUMENTUM RECORDER UPGRADE

Milestone 1 – 15% of professional services price ($17,646.00) upon official project kickoff.

Milestone 2 – 35% of professional services price ($41,175.00) and 100% of total software price ($1,820.00) upon completion of initial installation and set-up of software into the test environment.

Milestone 3 – Software review (not a billing milestone)

Milestone 4 – 15% of professional services price ($17,646.00) upon completion of on-site training.

Milestone 5 – 35% of professional services price ($41,175.00) upon completion of conversion and Go-Live preparations.

The total amount of one-time fees that will be billed to the County for software and services is $119,462.00.

As detailed in this SOW, maintenance and support fees will continue at the then-current annual maintenance and support fees upon the date of Go-Live (defined in Acceptance Form 5).

All TRTA Gov invoices are due within 30 days of receipt. The fees set forth in this SOW do not include any amounts for taxes.

SIGNATURES

Jackson County 415 E. 12th Street, Room 104 Kansas City, MO 64106	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY:	BY:
PRINTED NAME: Bob Cnitsinger	PRINTED NAME: Brian A. Wilson
TITLE: Director of Fin & Porch	TITLE: V.P., Finance
DATE: 7-17-2018	DATE: 7.12.2018

ATTACHMENT 2 – ACCEPTANCE FORMS

ACCEPTANCE FORM 1 – PROJECT KICKOFF
(BILLING MILESTONE 1)

Purpose

The purpose of this acceptance form is for the County to sign off on the kick-off phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs

- TRTA Gov has conducted a project kick-off meeting with the County;
- TRTA Gov has conducted the on-site analysis;
- The project schedule has been delivered for review by both parties.

These items were completed on the following date: _____.

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this SOW, the County will be billed $17,646.00 upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Jackson County 415 E. 12th Street, Room 104 Kansas City, MO 64106	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 2 –
SOFTWARE INSTALLATION INTO TEST AND THIRD-PARTY SOFTWARE RECEIPT
(BILLING MILESTONE 2)

Purpose

The purpose of this acceptance form is for the County to sign off on the test phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs

- Database is installed and configured for the current version of Aumentum Recorder;
- Subset of hardware (as needed) is installed for testing purposes;
- The County has received the third-party software specified in this SOW;
- Aumentum Recorder application software, third-party software, and Public Access are loaded into a test environment (this does not include custom installation of the application or County-specific configurations; this is the default installation only for testing purposes).

These items were completed on the following date: _____.

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this SOW, the County will be billed $41,175.00 & $1,820.00 upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Jackson County 415 E. 12th Street, Room 104 Kansas City, MO 64106	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 3 – SOFTWARE REVIEW
(NON-BILLING MILESTONE)

Purpose

The purpose of this acceptance form is for the County to sign off on software review and agree for TRTA Gov to proceed to the next phase through the life cycle of this project.

Outputs

- TRTA Gov has demonstrated that each component of the Aumentum Recorder system is installed and can perform the functions and business processes as defined and approved in this Statement of Work and the Business Process Analysis document;
- All Priority Level One and Two issues have been assigned to a resource and a projected closure date has been given to the County.

These items were completed on the following date: _____.

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this SOW, the County agrees to proceed to the next phase of this project.

Jackson County 415 E. 12th Street, Room 104 Kansas City, MO 64106	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 4 – TRAINING
(BILLING MILESTONE 3)

Purpose

The purpose of this acceptance form is for the County to sign off on the training phase, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Outputs

- County users have completed training provided by an on-site TRTA Gov consultant;
- Soft copy manuals and/or end-user documentation have been provided.

These items were completed on the following date: _____.

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this SOW, the County will be billed $17,646.00 upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Jackson County 415 E. 12th Street, Room 104 Kansas City, MO 64106	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

ACCEPTANCE FORM 5 – GO-LIVE
(BILLING MILESTONE 4)

Purpose

The purpose of this acceptance form is for the County to approve the transition into the Go-Live phase, agree that the system is ready for production use, and accept billing for this phase.

Outputs

- TRTA Gov has converted historical data and images to Aumentum Recorder format;
- Any remaining hardware has been installed, as needed and any defective hardware has been reported for follow-up;
- TRTA Gov has configured Aumentum Recorder to the Missouri standard;
- The County has viewed and tested each of the system components and accepts the system;
- The system is functioning as described in this Statement of Work with no Priority Level One issues outstanding, and any other outstanding issues have been documented for follow-up with the support teams;
- The County authorizes TRTA Gov to move the system into Production mode.

These items were completed on the following date (the Go-Live date): _____.

The County response period for this acceptance form is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the deliverables for further review.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of this SOW, the County will be billed $41,175.00 in one-time fees and for any additional first-year maintenance and support fees upon signing this acceptance. It is agreed that this project is complete.

Jackson County 415 E. 12th Street, Room 104 Kansas City, MO 64106	TRTA Gov 510 East Milham Avenue Portage, MI 49002
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

REVENUE CERTIFICATE

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 $119,462.00 which is hereby authorized.

___7/19/18___
Date

_____
Chief Administrative Officer
Account No. 042-1801-56661

1801201800l LA