



Trepp, Inc.
 600 Fifth Ave, 7th Fl · New York, NY 10020
 212-754-1010 · www.trepp.com

Customer Order Form

R. 21202

1. Customer Details.

a. User Information <ul style="list-style-type: none"> Customer: Jackson County MO Assessment Department Contact Name: Gall McCann Beatty Address 1: 415 E 12th St, Fl 1M Kansas City, MO 64106 US Email: gmbeatty@jacksongov.org Telephone: 816-881-1009 	b. Billing Information <input checked="" type="checkbox"/> (same as User Information) <ul style="list-style-type: none"> Customer Contact Name Address 1 Email Telephone
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2. Authorized Department. Assessment Department

3. Service Details.

Subscriptions		
	Service # of Users (if applicable)	Add-On Seat Rate (if applicable)
1	TreppLoan Suite - all commercial appraisers	N/A

Monthly Rates	
Year 1 - \$7,501.89	
Year 2 - \$7,876.98	
Year 3 - \$8,270.83	

4. Permitted Use (if applicable).

5. Term

- a. Commencement Date: March 31, 2023
- b. Initial Period: 36 months, with the twelve (12) month period beginning on the Commencement Date referred to herein as "Year 1", with the twelve (12) month period beginning on the first (1st) anniversary of the Commencement Date referred to herein as "Year 2" and with the twelve (12) month period beginning on the second (2nd) anniversary of the Commencement Date referred to herein as "Year 3".

6. Additional Terms/Delivery/Usage Details (if applicable):

- a. TreppLoan Customer Access: All Property Types - Missouri and Counties of Johnson, Leavenworth, Linn, Miami and Wyandotte within Kansas City Metropolitan Statistical Area only.

Without limiting the foregoing, by affixing their signatures below and intending to be bound, the duly authorized representatives of Trepp and Customer indicate their agreement to the terms and conditions of this Agreement, and specifically agree that the Standard Terms and Conditions and Terms of Use are incorporated herein by reference and that each are bound by the terms and provisions in this Customer Order Form, the Standard Terms and Conditions, and the Terms of Use.

This Customer Order Form, the Standard Terms and Conditions and the Terms of Use on <https://www.trepp.com/terms-of-use> and/or <https://www.trepp.com/trepp-default-model-terms-of-use> form the Agreement between Trepp and Customer, and supersedes all prior oral or written understanding between the parties and constitutes the entire agreement with respect to the subject matter in this Customer Order Form.

TREPP
 Trepp, Inc.

CUSTOMER
 Jackson County MO Assessment Department

DocuSigned by:

 Signature: Annemarie DiCola
 Print Name: Annemarie DiCola
 Title: CEO

Signature: Bob Cruttsinger
 Print Name: Bob Cruttsinger
 Title: Director of Finance & Purchasing

APPROVED AS TO FORM

 County Counselor

ATTEST:

 Clerk of the County Legislature

FILED
 APR 03 2023
 MARY JO SPINO
 COUNTY CLERK

Standard Terms and Conditions

1. Definitions

- 1.1. "**Agreement**" means collectively this Standard Terms and Conditions, the Customer Order Form and the Terms of Use.
- 1.2. "**Authorized Department**" means the department, business unit or division of Customer described on the Customer Order Form, provided in the event the "Authorized Department" is not completed on the Customer Order Form, then it is understood that all departments, business units and divisions of Customer are collectively to be referenced as the Authorized Department.
- 1.3. "**Commencement Date**" means the date of commencement of the subscription to the Service set out on the Customer Order Form.
- 1.4. "**Customer**" means the customer whose name appears on the Customer Order Form.
- 1.5. "**Customer Order Form**" means the order form to subscribe to the Service attached herein and incorporated herein.
- 1.6. "**Data Feed**" means any Service that is data and information compiled by Trepp from one or more sources, and associated documentation of file formats and data elements, provided in bulk in an electronic format, including but not limited to Trepp Cash Flows, TreppCMBS Data Feed™, TreppCLO Data Feed, Trepp Bank Navigator Data Feed™, Trepp-ALLR CRE Data Feed, Trepp-ALLR C&I Data Feed, LifeComps Index and Trepp Pricing Service.
- 1.7. "**Derived Data**" means any data, models, software or other information that is created in whole or in part from the data or information provided in or through the Service.
- 1.8. "**Designated Users**" means the specific employees of Customer within the Authorized Department who are authorized to access the Service.
- 1.9. "**Service**" means the Service(s) described on the Customer Order Form.
- 1.10. "**Standard Terms and Conditions**" means these terms and conditions.
- 1.11. "**Terms of Use**" means the terms of use set forth on <http://www.trepp.com/terms-of-use> and/or <http://www.trepp.com/trepp-default-model-terms-of-use> in effect as of the Commencement Date, as may be updated from time to time. All references in such Terms of Use to the "Trepp Website" or the "Website" shall be deemed to include the Service and all references to "you" in such Terms of Use mean Customer and its Designated Users.
- 1.12. "**Trepp**" means Trepp, Inc., and its successors and assigns.

2. Term and Termination

- 2.1. This Agreement shall commence on the Commencement Date and shall continue in full force for an initial period set out on the Customer Order Form (the "**Initial Period**", and together with any renewals permitted herein, collectively, the "**Term**"), and shall terminate after the Initial Period, unless renewed upon mutually written agreement.
- 2.1.1. Notwithstanding Section 2.1 of the Original Standard Terms and Conditions, if and only if Customer fails to secure funds for the payment of its obligations hereunder for any fiscal year, this Agreement shall be terminated as of the last date of the then current twelve (12) months period from the Commencement Date (or first (1st) or second (2d) anniversary of the

Commencement Date) or the then current Renewal Period, provided that (a) Customer shall have provided a thirty (30) days' prior written notice of such termination, (b) Trepp is under no obligation to effect such termination unless and until notice thereof is received, and (c) Customer's obligation to pay any and all fees due and payable prior to any such termination shall survive such termination.

- 2.2. Trepp may increase the fees for the Service and the Add-On Seat Rate (defined below) after the Initial Period or after any Renewal Period provided that Trepp has given Customer written notice of such increase at least four (4) months prior to the end of the Initial Period or applicable Renewal Period; provided that in the event Trepp does not provide any such notice, the fees for the Service and the Add-On Seat Rate after the Initial Period or after any Renewal Period shall automatically increase by the greater of (i) 5% and (ii) the increase in the consumer price index for all urban consumers in the New York / New Jersey Metropolitan area as reported by the Bureau of Labor Statistics of the U.S. Department of Labor.
- 2.3. Trepp may terminate this Agreement immediately on written notice if Customer fails to make any payment due under this Agreement within ten (10) days of the due date.
- 2.4. Either party may terminate this Agreement with immediate effect by written notice if the other party:
- 2.4.1. commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this sub-clause of the breach, such notice to refer to the notifying party's intent to terminate this Agreement unless the breach is remedied; or
- 2.4.2. enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due or ceases to carry on business.
- 2.5. If Trepp terminates this Agreement pursuant to Section 2.3 or 2.4, all fees due by Customer through the end of the Initial Period or the then-current Renewal Period are accelerated and immediately due and payable.
- 2.6. Upon termination or expiration of this Agreement:
- 2.6.1. Customer must return, delete, or destroy all Trepp data, information, media or other materials, and remove all elements of Trepp data and/or cash flows stored in spreadsheets, documents or enterprise databases, either provided to Customer or downloaded and stored by Customer and all Derived Data, in connection with this Agreement, except for archival information required for statutory or regulatory purposes. Furthermore, Customer may no longer use the Service, Trepp data, or Derived Data for research or reporting purposes.
- 2.6.2. Customer must certify in writing to Trepp as to the return, deletion or destruction of any and all Trepp data, information, media or other materials provided to Customer in connection with this Agreement (and any Derived Data) in accordance with the terms of this Agreement. Such certification shall be signed by an authorized officer of Customer and shall be provided to Trepp within ten (10) days of the termination or expiration of this Agreement.
- 2.6.3. Notwithstanding anything to the contrary in this Agreement, after the expiration or termination of this Agreement, Customer shall have the right to retain and use for archival or reference purposes any and all reports, presentations, publications and other materials created by Customer during the term of this Agreement that contain any Trepp data

Standard Terms and Conditions

provided or Derived Data created as part of the Service; provided that Customer's retention and use of any such data shall remain subject to the surviving sections of this Agreement.

2.7. The provisions of Sections 2.5, 2.6, 2.7, 4.3, 5, 6.2 and 8 - 12 of this Agreement and obligations to pay fees hereunder shall survive any termination or expiration of this Agreement.

3. Service

3.1. Trepp shall provide Customer with access to the Service in accordance with the terms of this Agreement.

3.2. If the Service includes any Data Feed, Customer's use of the data/prices from such Service(s) is via a license and therefore Customer does not have the right to duplicate, redistribute, sublicense, assign or otherwise transfer data/prices provided to Customer in connection with such Services.

3.3. To the extent that the Service includes a subscription of TreppTrade[®] and/or Trepp CMBS Analytics on the Web[™], the fees for such Service will include access to TreppWatch[™] for the same Designated Users as TreppTrade[®] and/or Trepp CMBS Analytics on the Web[™].

3.4. If an Add-On Seat Rate is quoted for a certain Service, Customer may request additional access to the Service in addition to the initial Designated Users permitted under this Agreement, on the terms described herein.

3.5. Upon enabling the additional Designated Users requested by Customer pursuant to Section 3.4, no further documentation will be required between Customer and Trepp. Trepp will incrementally invoice Customer at the monthly rate described on Customer Order Form per additional Designated User (the "Add-On Seat Rate") on the next applicable Invoice. It is understood and agreed that the number of Designated Users may be increased during the term of this Agreement, but may not be decreased. Upon any renewal of the term of this Agreement, with respect to each additional Designated User who was added during the immediately preceding term, Customer will continue to be billed by Trepp for additional Designated User at the Add-On Seat Rate, plus any increase as described in Section 2.2 of these Standard Terms and Conditions.

3.6. If the Service includes installed software, Trepp grants to Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable limited right and license to use that software (the "Software") solely and exclusively for the internal business use of the Authorized Department in connection with accessing and using the Service. Customer may maintain one copy of the Software for archival or backup purposes only. The Software is not intended for use with data not supplied by Trepp. Unless permitted by law, the Software may not be reverse engineered, decompiled, or disassembled. The Software (and all copies thereof) shall be returned to Trepp upon any termination or expiration of this Agreement.

3.7. Any data provided in the Service is not formatted for use with software not supplied by Trepp.

3.8. In the event the Service includes a Data Feed, Trepp's prior written approval is required for Customer to use such Service with any third party software application; provided however, that that use of such Service with data warehousing, relational database or office productivity software will be deemed approved by Trepp.

4. Payment

4.1. Customer will pay the fees for the Service described on the Customer Order Form. All fees are non-refundable.

4.2. To the extent that the fees for any Service are quoted on the Customer Order Form as a "Monthly Rate", Customer will be invoiced in advance for such fees at the following billing frequency: Annual. Notwithstanding the foregoing sentence and Section 12.2 below, Customer may request to be invoiced at a different billing frequency via any communication method acceptable to Trepp, including, without limitation, an e-mail notification, and such different billing frequency shall take effect if and only if Trepp agrees to Customer's request. To the extent that the fees for any Service are quoted on the Customer Order Form as "One-Time Fees", Customer will be invoiced for all of such One-Time Fees in advance. All fees are due and payable thirty (30) days from receipt of invoice by Customer. All fees and other payments pursuant to this Agreement shall be in U.S. Dollars. Any fees not paid when due shall bear interest at a monthly rate of 1.5%. It is understood and agreed that no Service for which the "One-Time Fees" apply will be made available to Customer until payment in full of such "One-Time Fees" has been received by Trepp. If Customer fails to make any payment due under this Agreement within ten (10) days of the due date, or is otherwise in breach of any of the terms of this Agreement, in addition to any of its other rights or remedies (including, without limitation, any termination rights set forth herein), Trepp reserves the right to suspend Customer's access to the applicable Service(s), without any liability of Trepp to Customer, until such payments are paid in full or such breach is remedied to Trepp's satisfaction.

4.3. Customer will pay Trepp all sales taxes or equivalent non-income based taxes such as VAT charges, as applicable, on the fees. Customer will be responsible for and reimburse Trepp for all fees and costs associated with collection of any past due amount owed by Customer.

5. Use

5.1. The Service is provided for use only by Designated Users of the Authorized Department for the Authorized Department's internal business purposes, and may not be provided to, or used or accessed by any other person or entity (including, without limitation, any employee of any other department, business unit or division of Customer) without Trepp's prior written consent. Notwithstanding anything to the contrary contained herein, Customer shall have the right to use or cite discrete portions of the Trepp data that Customer receives in connection with the Service in internal presentations or presentations to its clients or partners (but not in any filings required or made under or pursuant to any securities laws) provided that (i) Customer shall not reproduce, copy, distribute, use or cite any part of the Trepp data which could in any way result in that information or data being used as either (A) a substitute for the Service or (B) to compete with Trepp and (ii) Customer properly and conspicuously attributes all such Trepp data as having been received from Trepp.

5.2. Derived Data may not be sold, used by or transferred to any other party without prior written consent of Trepp, except that Customer may show the Derived Data to clients in support of the normal course of its business, provided that Customer shall not employ or disseminate any amount of the Derived Data which could cause the information so used or distributed to be susceptible to use, substantially as a source of, or a substitute for, the Service or to compete with Trepp.

5.3. Notwithstanding anything to the contrary herein, the Service may not in any event be used or be permitted to be used in any manner that is competitive with Trepp's distribution or sale of all or any part of the Service or of any other product or service distributed or sold by Trepp.

Standard Terms and Conditions

from time to time.

5.4. The Service and any Derived Data may only be accessed and used within the United States. Any distribution of any of the data or information obtained through the Service, or any Derived Data, may not be exported out of the United States or used by any person or entity not located in the United States. Any violation of the foregoing covenant shall be considered a material breach of this Agreement and, notwithstanding anything herein to the contrary, shall give Trepp the immediate right to suspend or terminate this Agreement (at its discretion) upon written notice to Customer.

5.5. Customer shall not reverse engineer, disassemble, de-anonymize, decompile or otherwise attempt to access or determine the source of the data or source code within the Service.

5.6. None of the Service, Derived Data, nor any other data, material or any other information contained in, or provided in or through the Service and/or otherwise in connection with this Agreement, may be used, reproduced, transferred to, or combined in any way with any neural networks, machine learning system, artificial intelligence or other similar software techniques or systems whatsoever, whether now known or developed or devised following the Commencement Date.

6. Data

6.1. Customer will not print out, download or otherwise copy material amounts of data from the Service during any month without Trepp's prior written consent, which shall not be unreasonably withheld. This Section 6.1 will not apply to downloads or copying data from any Data Feed or TREPP DEFAULT MODEL®.

6.2. Customer recognizes that while Trepp and its information providers rely upon sources believed to be accurate, they have not independently verified significant portions of such data. Trepp does not guarantee or warrant that it provides trading level quality data and makes no representation or warranty as to the accuracy or completeness of such data.

6.3. If the Service includes a Data Feed, Customer will implement and maintain security measures with respect to the Data Feed in Customer's possession that effectively restricts access to the Data Feed only to individuals in the Authorized Department with a need to know such Data Feed in connection with the Permitted Use, and protect the Data Feed from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those Customer employs to safeguard its most confidential information. In the event of an actual or suspected breach of such security measures, Customer shall notify Trepp within twenty-four (24) hours of such actual or suspected breach.

7. No Access to Other Trepp Products and Services

7.1. Unless specifically provided for in Section 3.3, access to the Service will not include access to other Trepp products and services, for which Trepp charges separate fees.

8. Passwords and Confidentiality

8.1. Customer will not share or send confidential email alerts from Trepp to anyone outside of its own employees who are bound by confidentiality obligations as further described in Section 8.3 below

8.2. Trepp will authorize a password for each Designated User of the Service. That password is personal to the Designated User and such Designated User is obligated to keep the user name and password confidential and may not share the password with any other employee

of Customer. Customer may change Designated Users and obtain new passwords for such Designated Users upon prior written notice to Trepp. Customer, shall immediately notify Trepp if any third party gains or has the potential to gain access to any of Customer's passwords, and shall be fully responsible for any and all activities that occur under any password, whether conducted by a Designated User, other employee or a third party.

8.3. Each party acknowledges that it or its employees may, in the course of performing this Agreement and/or in connection with adding additional Trepp services to this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other, its affiliated companies or third parties to whom such party has a duty of confidentiality. Any non-public information of any form disclosed by either party in connection with and/or in the performance of this Agreement, including during any discussions between the parties in respect of any other services offered by Trepp, shall be deemed to be confidential and proprietary information. Each party agrees to hold confidential information of the other party in strictest confidence and not to disclose such information to any third parties or to use such information for any purpose whatsoever other than as contemplated by this Agreement and to advise each of their respective employees, agents or consultants who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential. Confidential information shall not include information which the receiving party can show by objective or verifiable evidence is (i) in or becomes part of the public domain other than by disclosure by a party in violation of this Agreement, (ii) demonstrably known to such party previously, (iii) independently developed by such party outside of this Agreement or (iv) rightfully obtained by such party from third parties. Notwithstanding the foregoing, Customer agrees that the data compilation supplied through the Service is not in the "public domain" but is proprietary to Trepp. If the receiving party is required by law to disclose confidential information, the receiving party may do so without breaching this Section 8 upon prior written notice to the disclosing party, unless legally prohibited, and then only to the extent necessary to comply with the law. Trepp and Customer understand and agree that, in the event of a breach of this section, damages may not be an adequate remedy and each party may be entitled to injunctive relief to restrain any such breach, threatened or actual.

9. Intentionally omitted.

10. Incorporation and Inconsistency

10.1. Without limiting anything herein, the provisions in the Terms of Use shall apply to the Service and the Service is provided subject to such provisions.

10.2. The following order of preference shall be applied to this Agreement between Customer and Trepp in the event of a conflict between terms: 1. Customer Order Form; 2. Standard Terms and Conditions; 3 Terms of Use.

11. Notices

11.1. All notices given under this Agreement shall be in writing and in the English language and shall be sent by prepaid post, reputable overnight courier or email to Trepp's or Customer's principal place of business.

11.2. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered five (5) days after its dispatch.

11.3. Any notice sent by email shall be deemed (in the absence of

Standard Terms and Conditions

evidence of earlier receipt) to have been delivered on the next working day following transmission.

12. Miscellaneous

12.1. This Agreement supersedes all prior oral or written understanding between the parties and constitutes the entire agreement with respect to the subject matter in this Agreement.

12.2. This Agreement shall not be modified or amended except in writing and when signed by authorized representatives of the parties thereto. Without limiting the foregoing, no amendment shall be made to this Agreement via any "click-through" or similar device that purports to require a user to accept any terms or conditions of use prior to using any website operated by or on behalf of Customer.

12.3. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.

12.4. Customer agrees that this Agreement is intended to be kept confidential to the marketplace at large. Therefore, Customer shall not disclose this Agreement, any portion hereof, or any of the terms hereof to any third party.

12.5. The parties shall at all times comply, and shall ensure that their personnel comply, with respect to the performance of this Agreement, with all applicable laws and regulations concerning bribery and corruption. Either party may terminate this Agreement with immediate effect (or on such later date as reasonably determined by the first party) by written notice to the other party if the other party commits any breach of this section or if the first party reasonably considers that the other party has committed any breach of this section.

12.6. Trepp shall not be liable for any failures or delays in the provision of the Services due to causes beyond its reasonable control or anticipation, including, without limitation, fire, war, earthquake, pandemic, epidemic, labor controversies, riots, civil commotion, acts or restrictions of any government or governmental agency, orders of court, or failures or delays of any of its third party suppliers or subcontractors.

12.7. In the event the Service includes third party data or services and Trepp's agreement with such third party for such third party data or services is terminated, the Service shall cease to include such third party data and services, and Trepp shall not be deemed to be in breach of this Agreement provided that Trepp shall use commercially reasonable efforts to replace such terminated third party data or services with equally suitable, functionally equivalent, data or services.

12.8. Customer is not entitled to transfer or assign this Agreement, by operation of law or otherwise, without Trepp's prior written consent. Any transfer of a majority of the stock, membership interests, partnership interests or other evidences of ownership of Customer shall be deemed to be an assignment of this Agreement. Trepp may assign, sub-contract or sub-let this Agreement or any part hereof or thereof.

12.9. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Missouri.

12.10. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement.

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$90,023.00 is hereby authorized. Funding for future years is subject to appropriation in the County's current annual budget.

APPROVED

By Cheryl Colter at 3:34 pm, Mar 31, 2023

Date

Director of Finance and Purchasing
Account No. 045-1902-56663

PC 190223005 000 ML