

DATA CONVERSION AGREEMENT

SEM Applications, Inc. (Provider) agrees to perform Data Conversion Services for Jackson County, Missouri (Customer) at a base cost of \$ 17,220.00 * made payable to SEM Applications, Inc. in two (2) scheduled increments, with 50% due prior to conversion and the remainder due upon completion. Data conversion will include the following activities for Customer data from CompuTrust :

1. Review of data structures for the source data submitted by the Customer, including account listing with current balance as of date of data.
2. Extraction and conversion of data from the source data store.
3. Loading of extracted data to a staging database.
4. Development of transformation mapping from the staging database to the EMS test database.
5. Customer access to the EMS test database and technical support for data validation and testing.
6. Updated (final) copy of source data submitted by the Customer.
7. Execution of the final EMS load to the live EMS database.

**Base Conversion cost includes running current conversion scripts for CompuTrust database and up to 20 hrs of script error correction and data migration to EMS.*

Terms and Conditions

Read the following statements carefully. By signing the Data Conversion Agreement, you agree to be bound by the terms and conditions set forth in this Agreement.

Condition of Source Data

Data conversion is completed with "as is" source/legacy data. Data "cleanup" must be completed by the customer prior to the initial data extraction for inclusion in the conversion. Customer may choose to perform data cleanup in EMS following "Go-Live," with the understanding that if the data contains misspellings, duplicate entries, or errors in the source data, the conversion process will convert those errors as they appear.

Management of Expectations

When undertaking a data conversion project, there may be data that has no equivalent in the destination software. As with human language, some details may be "lost in translation." Every attempt will be made to identify, map, and migrate source data into EMS in the most logical format based on the architecture and design of EMS. To this end, some source data may be placed in additional or more info fields to be labeled or relocated by Customer as a part of the anticipated post go-live data cleanup. Time should be allotted for contingencies, re-mapping, and data clarification. Invoice includes 20 *contingency* hours (@ \$150/hr) for unexpected conversion costs plus 20 hours of *optional* custom development (@ \$90/hr). Use of contingency and/or custom development hours requires written authorization from an authorized representative of the Customer prior to initiation of work. Contingency hours will be invoiced as they are approved. Data import will include approximately 1200 active and 1100 closed or non-active cases. Importing a mass amount of closed wards may result in additional fees for data storage (*initial closed case storage fee of \$3630.00 will be due upon completion of data conversion*).

Services to be Delivered

Due to the complexity of data conversion, the outcome is by nature planned and anticipated yet impossible to guarantee. In any data conversion, potential problems may exist. However, we always strive for the best possible conversion and will notify you, the Customer, at the first sign of concern. Potential problems that may affect conversion include, but are not limited to: data type redefinitions; garbled content; invalid record relationships, invalid content, context changes; and/or behavior issues.¹ Customer understands that encountering these or other problems with the source data may cause the data transfer to be incomplete or require manual entry or additional post go-live cleanup by the Customer.



Indemnifications

Contractor/Respondent agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Contractor/Respondent in the performance of the work under this Contract/Agreement, to the extent that Contractor/Respondent is responsible for such damages and losses on a comparative basis of fault and responsibility between Contractor/Respondent and the County. Contractor/Respondent is not obligated to indemnify the County for the County's own negligence. Contractor/Respondent's obligations under this section shall be limited to the coverage and limits of insurance that Contractor/Respondent is required to procure and maintain under the Contract/Agreement. Insurance shall be procured and maintained by the Contractor/Respondent as described in Exhibit A of this Request for Proposals. Contractor/Respondent shall file Certificate of Insurance with the Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

Confidentiality

Provider will restrict disclosure of your company data to employees or agents of SEM Applications, Inc. on a need-to-know basis and not disclose it to any other person or entity.

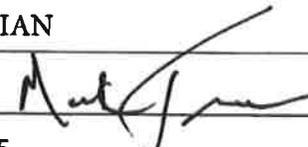
Customer Responsibilities

1. Customer agrees to provide SEM Applications, Inc. with a copy of the source data for conversion and to respond promptly to all requests for data information and clarification.
2. Customer agrees to perform any desired data cleanup prior to submitting the initial copy of the source data and assumes full responsibility for the completeness and accuracy of all converted client data. Customer understands that duplications, misspellings, or other errors in the source data are the responsibility of the Customer.
3. Customer agrees to review client data files after the initial conversion process for validation and to promptly notify Provider regarding any errors, omissions, and/or corrections noted.
4. Customer understands that unexpected issues may affect the completeness and/or accuracy of the data conversion and agrees to manage their expectations accordingly.
5. Customer agrees to remit payment for data conversion services as follows: Initial invoice (50% of total conversion cost) will be submitted immediately following the initial data extraction from the customer's data source(s) and the remaining balance (50% of total conversion cost) will be invoiced following execution and validation of the final load to the EMS live database. Additional contingency hours will be invoiced as they are approved.

Upon receipt of a signed Data Conversion Agreement, SEM Applications will begin data conversion activities as outlined in this agreement.

Company Name: JACKSON COUNTY, MISSOURI

Key Contact: JOHN KILLIAN Title: PUBLIC ADMINISTRATOR

Authorization Signature:  Date: 12/13/17

Daytime Ph: 816-881-3775 Evening Ph: _____

Email: jkillian@jacksongov.org

Footnotes:

¹ **Data type redefinitions** (e.g., alphas in dates and numbers, embedded information in codes and intelligent keys, implied content). **Garbled content** (e.g., multiple uses for a single field, freeform text values, corrupted data, un-initialized data). **Invalid record relationships** (e.g., broken chains in set relationships, orphan records (on natural key), mismatched keys (set vs. natural key)). **Invalid content** (e.g., values out of defined range, code fields not on a valid list of values or lookup table, blank fields (optionality), inconsistent use of defaults). **Context changes** (e.g., import of external data, historic changes to operational parameters (system upgrades), synchronization timing of duplicated denormalized data). **Behavior issues** (e.g., variations in actual data from planned constraints of size, data type, validation rules, and relationships).

APPROVED AS TO FORM:


COUNTY COUNSELOR

R. 19613

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$20,850.00, which is hereby authorized.

12/13/2017
Date

Mark T...
Director of Finance and Purchasing
Acct. No. 002-5102-56661

Project Implementation Agreement

SEM Applications, Inc. (Provider) agrees to Implementation Support and Super User Training for Jackson County, Missouri(Customer) as outlined below.

Provider and Customer have entered into the 11/01/2017 EMS Web Application Service Agreement (the "Web Agreement"), the terms and conditions of which are incorporated herein by this reference. In the event of any conflict between the Web Agreement and this Project Implementation Agreement, the terms and conditions of this Project Implementation Agreement will prevail.

Selected Package: Custom 16 week Implementation with Super User Training

\$2955.00 16 week Implementation w/Super User Training: 50% due at Kickoff and balance due at Go Live
~~\$3000.00~~ 20 Optional Customization/Report Development hours (to be billed as approved)
 \$5955.00

Note: Al la carte training/project management hours are available at \$90 per hour. Additional report development billed at \$150 per hour.

Scope of Services: See Suggested Implementation Schedule below

Custom 16 week Implementation with Super User Training (4-6 Super Users)

1. **EMS web overview for all staff.** Prior to Go Live, we recommend all support staff join an overview to become familiar with EMS. Open webinars are held weekly on Tuesdays at 10:30 am CST. Staff can register for the session of their choice at www.sem97.com.
2. **Super User training.** Online "Super User" training is included for up to 6 users. We recommend that you include individuals from different departments and that your super users have a strong understanding of the hands on work that is done by your end users. Super User training will be completed as a part of the 16 week implementation package, equipping key staff to evaluate/customize EMS and validate imported data in the training database prior to Go Live. Training sessions will cover Case management, Financial management, Billing, Reports, Customizations and Administrative User Rights. Typically, sessions are held weekly providing opportunity to practice skills and discuss questions and internal policies and procedures between sessions. Once Super User Training is completed, Super Users may begin training staff. **However, we recommend that staff training happen no more than 10 days before go live for best retention.**
3. **After Go Live, all EMS users have the option to attend free online group training sessions.** Typically, we offer 4 to 5 live sessions per month. We recommend that your end users take advantage of these training sessions to reinforce the training that your super users will provide. Group Training opportunities are listed in the live EMS site on the Dash Board, Message Center tab.
4. **The package also includes project management (Q&A Sessions) to be scheduled as requested by your Super Users or the SEM Project Manager for successful Implementation and Go Live (See sample implementation timeline).**

Anticipated 16 week Implementation Schedule:

A 16 week implementation requires a *minimum* of 4 hours weekly to be devoted to the EMS conversion by the Super User Team (2 hrs with SEM Project Manager and 2 hrs Super User Team follow up).

All activities and timelines are suggested and will be adjusted as needed.

Implementation:

Wk 1

- **Project Kick Off**
Introduce Super User Team, finalize timeline, goals and expectations for Implementation; launch Training database; *Customer Process Review* and *Initial Report Discussion* (court reports and critical daily operation reports)
- Team to Submit reports for review (court reports and critical daily operation reports)
- Data conversion call with EMS Programmer

Wk 2

- **Admin/User Rights/System Customization Super User Training**
Creating/Managing User Profiles
Assigning User Rights
Security (IP Address, Password, Login)
Utilities Menu/System Customization
Second Session/Open Heartbeat
- Data extraction for Kore Tech CompuTrust conversion

Wk 3

- **Case Management/Calendaring**
Adding a new case
General Info/Medical screens
Reminders/Important Dates
Communication Log
Dash Board/My Calendar
Check List/Assessments (Overview)
- System Configuration/Testing in Training Database (Team)
- Status Review (PM & Team)

Wk 4

- **Time & Expense**
Entering Case Notes/Time tracking
Reviewing Guardian Expenses/Case Notes
Creating Invoices
Recording Payments
Reports
- System Configuration/Testing in Training Database (Team)
- Status Review (PM & Team)

Wk 5

- **Banking & Finance (Part 1) General Finance**
Creating bank accounts
Setting balance warnings
Entering transactions
Automatic/Memorized transactions
Bank Reconciliation
Budgets
Reports

- System Configuration/Testing in Training Database (Team)
 - Status Review (PM & Team)
- Wk 6
- **Banking & Finance (Part 2) Check Printing/Assets/ Reports**
 - Check layout/customization
 - Creating/Printing Checks
 - Import/Export tools
 - Tracking Inventory and Liabilities
 - Investment tracking
 - Financial/Accounting Reports
 - Develop scripts/ import converted CompuTrust data into Training database
 - System Configuration/Testing in Training Database (Team)
 - Status Review (PM & Team)
- Wk 7
- **Queries/Rich Text Reports**
 - Development Report Review (Call #1)
 - Data Validation/System Configuration Testing in Training Database (Team)
 - Status Review (PM & Team)
- Wk 8
- **Check Lists, Classification, Assessments, Additional Fields**
 - Data Validation/System Configuration Testing in Training Database (Team)
 - Status Review (PM & Team)
- Wk 9
- **Queries/Rich Text Reports**
 - Development Report Review (Call #2)
 - Submit QA docs to Team for approval
 - Data Validation/System Configuration Testing in Training Database (Team)
 - Status Review (PM & Team)
- Wk 10
- Data Validation/System Configuration Testing in Training Database (Team)
 - Status Review (PM & Team)
- Wk 11
- Q&A session (Call #1)
 - Data Validation/System Configuration Testing in Training Database (Team)
 - Status Review (PM & Team)
 - *Open webinar overview for staff (Tuesday 11:30 am)*
- Wk 12
- Data Validation/System Configuration Testing in Training Database (Team)
 - Status Review (PM & Team)
 - *Open webinar overview for staff (Tuesday 11:30 am)*
- Wk 13
- **Release of Live database for configuration**
 - Release completed Report development for approval (Call #3)
 - Q&A session (Call #2)
 - Final Testing in Training Database
 - Status Review (PM & Team)
 - *Open webinar overview for staff (Tuesday 11:30 am)*

Wk 14

- Status Review (PM & Team)
- Open webinar overview for staff (Tuesday 11:30 am)

Wk 15

- Q&A session (Call #3)
- CUSTOMER staff training (conducted by Super Users)
- Update files for final data import to live data base
- Status Review (PM & Team)

Wk 16

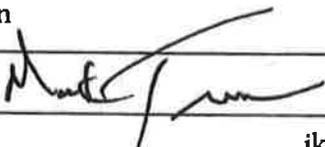
- Go Live!
- Post Go Live Q&A session (Call #4)
- Ongoing Technical Support as needed

As stated above, Provider and Customer have entered into the Web Agreement governing the terms and conditions of the relationship between the parties, including but not limited to the terms and conditions of this Project Implementation Agreement. In the event of a conflict between the terms and conditions of this Project Implementation Agreement and the Web Agreement, this Project Implementation Agreement will control with respect to the services purchased in the Project Implementation Agreement.

Terms and Conditions

By signing the Project Implementation Agreement, you agree to be bound by the terms and expectations set forth.

Project Contact: John Killian Title: Public Administrator

Authorization Signature:  Date: 12/13/17

Daytime Ph: 816-881-3775 Email: jkillian@jacksongov.org

APPROVED AS TO FORM:


County Counselor

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$5,955.00, which is hereby authorized.

12/13/17
Date


Director of Finance and Purchasing
Acct. No. 002-5102-56661

EMS WEB APPLICATION SERVICE AGREEMENT

This Agreement is entered into on 11/01/2017, between SEM Applications, Inc ("Provider") and Jackson County, Missouri("Customer"), with its principal place of business located at 415 E 12th St., 4th Floor Kansas City MO 64016 and shall be effective as of 11/01/2017 (the "Effective Date").

Scope of Services

1. Provider has been dedicated to providing quality software solutions for public and private Guardians and Fiduciaries since 1997. The Estate Management Software (EMS) application is the most comprehensive Estate Management software package on the market. Provider's mission is to provide a complete software solution to meet the specific needs of Guardians, Conservators, and industry-related professionals.
2. Provider realizes that the needs and requirements of customers are constantly changing and works to continually enhance EMS to meet those needs while remaining committed to ensuring that customers receive prompt attention in response to emails and calls for technical support and access to online training.
3. The following support services are provided under this agreement as defined by the attached SLA: technical support via email and/or phone Mon-Fri 8 am to 5 pm CST, after-hours emergency telephone support, online training as available, and online/remote desktop support scheduled as needed.

Grant of License

1. Subject to the terms and conditions herein, Provider hereby grants Customer a nonexclusive license to access and execute the EMS Web Application Enhanced Edition on Provider's application server accessed via the Internet, and transmit data related to Customer's use of EMS over the Internet.

Use and Access

1. Subject to the use restrictions set forth herein, Customer is granted access to EMS and Provider's application server for its intended purpose and in accordance with the specifications set forth in any documentation relating to EMS provided. Such use and access will be continuous on a 24/7 basis as outlined in the Service Level Agreement except for interruptions by reason of maintenance or downtime beyond Provider's reasonable control.
2. Customer will use EMS for its internal business purposes only and will not permit EMS to be used by or for the benefit of anyone other than customer and/or their clients. Customer may not modify, translate, reverse engineer, decompile, or create derivative works based upon EMS. Customer agrees to use EMS in a manner that complies with all applicable laws including intellectual property and copyright laws. Provider expressly reserves all rights not expressly granted to Customer herein.

Obligations of Provider

1. Provider will notify Customer of any material defects or malfunctions, in EMS or related documentation.
2. Provider will, from time to time, and in accordance with the rates and terms set forth in this Agreement, supply Customer with relevant documentation revised to reflect significant updates and enhancements to EMS made by Provider. Such enhancements may include, without limitations, modifications to EMS that increase its speed, efficiency, and/or ease of operation.
3. Provider will give reasonable assistance to Customer in operating any new release or upgrade.
4. Provider will correct, within a reasonable time following notification, inherent material errors in EMS that are not caused by Customer misuse or improper use of, alteration, or damage to EMS.

Price and Payment

1. Customer agrees to compensate Provider for use and access of EMS at the rate of **\$3.30*** per client per month, with a minimum monthly charge of **\$ 30**. **Charges apply only to cases classified as "open" for greater than 25% of the billing cycle. Users are allowed to designate cases as "hold" in the ratio of 50% of the total number of active cases monthly without incurring fees. Volume discounts available at 150, 500, & 1000 active clients (Customer is receiving a 45% volume discount for active caseload over 1000. If active caseload drops below 1000, per client usage fees will be reassessed).*
2. Said compensation includes access to online instruction manual, technical support, online training, and unlimited closed ward/client storage. Customer requested development/customization outside of the current options and settings available within the EMS application are billed at **\$ 150** per hour.
3. Electronic data storage (photo files, documents, etc.) is provided at a rate of **\$ 7** per month per 1 GB. If anticipated storage is greater than 1 GB, bulk electronic data storage must be purchased from Mydocsonline.com. *Monthly storage fee is waived for customers using less than 300 MB of data storage.*
4. Bulk electronic data storage (photo files, documents, etc.) is to be provided by Mydocsonline.com. Agreement will be reached between customer listed above and Mydocsonline.com directly. Customer will access all file storage directly through the EMS website.
5. Payments will be made via Check payable to SEM Applications, Inc. on or before the 1st of each month and will continue monthly until terminated by either party under the terms of this agreement. *10% automatic Credit/Debit card discount will be applied to total monthly client usage. Discount is void if credit card processing fails for any reason. Discount will be reinstated for subsequent months with successful credit/debit card processing.*
6. Provider reserves the right to deny Customer access to EMS if a payment is not received within thirty (30) days of the bill date, without express permission from Provider. If Provider chooses to permit Customer continued access to EMS, Provider may: (i) remove any discounts placed upon the account and charge the highest published rate for service, and/or (ii) assess a late payment charge equivalent to ten percent (10%) of the past due balance or fifteen (\$15) dollars, whichever is greater.
7. The fees set forth herein are subject to change at any time. However, increase in fees may only become effective upon at least thirty (30) days prior written notice from Provider.

Confidential Information

1. All information relating to Customer or Customer's clients is considered to be confidential or proprietary, and will be held in confidence by Provider and will not be disclosed or used by Provider without express consent from Customer except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's work or except under valid subpoena or court order. Confidential and proprietary information may include, but is not limited to, all Customer's trade secrets, Customer and client data, client lists, information pertaining to Customer's products, services, copyrights, trademarks, logos, slogans, processes, ideas, names and expertise of employees and consultants, pricing, internal procedures, and finances, whether such information is received in written, oral, electronic, or other format. Confidential Information does not include information that is generally available to the public.
2. Provider shall only use Confidential Information in connection with the performance of services under this Agreement. If Provider is compelled by law to disclose Customer's Confidential Information, Provider shall notify Customer in writing at least five (5) business days from notice of such compelled disclosure, unless such notification could result in penalty for Customer, Provider, or both parties under applicable state and federal law. Provider shall have no obligation to object to any compelled disclosure.

Upon termination of this Agreement, Provider shall return to Customer or destroy all Confidential Information.

3. All Customer/Customer Client data contained within EMS will remain the property of Customer. However, if Customer's account is delinquent beyond forty-five (45) days, Provider retains the right to restrict Customer's access to EMS until such time as Customer's account is brought current.

Indemnification

1. Provider agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Provider in the performance of work under this Agreement, to the extent that Provider is responsible for such damages and losses on a comparative basis of fault and responsibility between Provider and the County. Provider is not obligated to indemnify the County for the County's own negligence. Provider's obligations under this section shall be limited to the coverage and limits of insurance that Provider is required to procure and maintain under this Agreement. Insurance shall be procured and maintained by the Provider as described in Exhibit A of the Request for Proposals. Provider shall file Certificate of Insurance with the Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

Warranties and Representations

1. Provider warrants and represents that: (i) it has the authority to enter into and perform services according to the terms of this Agreement; (ii) Provider is the sole owner of its software and services; and (iii) Customer's use of Provider's services will not violate any copyright, trademark, patent, or other intellectual or proprietary rights of any third party.

Force Majeure

1. Neither party to this Agreement shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, Provider or its subcontractors; or causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules, and resuming operations as soon as the event causing the delay or failure has ceased. Provider shall notify Customer promptly of any such delay and shall specify the effect on services as soon as is practical.
2. Notwithstanding any of the foregoing to the contrary, neither party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a party's failure to comply with any of its obligations under this Agreement or by such party's negligence or omission, there shall be no relief for such party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty (30) days, then the party receiving the delayed performance may terminate this Agreement upon ten (10) days' notice to the other party.

Limitation of Liability

1. Neither party shall be held liable for any special, punitive, indirect, incidental, or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, whether or not foreseeable and whether or not a party has been advised of the possibility of such damages; provided, however, that for the avoidance of doubt, damages arising in connection with obligations of indemnification or confidentiality shall be deemed to be "direct" damages for which recovery shall not be barred by this article.

Upon termination of this Agreement, Provider shall return to Customer or destroy all Confidential Information.

3. All Customer/Customer Client data contained within EMS will remain the property of Customer. However, if Customer's account is delinquent beyond forty-five (45) days, Provider retains the right to restrict Customer's access to EMS until such time as Customer's account is brought current.

Indemnification

1. Provider agrees, to the fullest extent permitted by law, to indemnify and hold the County harmless from damages and losses arising from the negligent acts, errors or omissions of the Provider in the performance of work under this Agreement, to the extent that Provider is responsible for such damages and losses on a comparative basis of fault and responsibility between Provider and the County. Provider is not obligated to indemnify the County for the County's own negligence. Provider's obligations under this section shall be limited to the coverage and limits of insurance that Provider is required to procure and maintain under this Agreement. Insurance shall be procured and maintained by the Provider as described in Exhibit A of the Request for Proposals. Provider shall file Certificate of Insurance with the Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

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Force Majeure

1. Neither party to this Agreement shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, Provider or its subcontractors; or causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules, and resuming operations as soon as the event causing the delay or failure has ceased. Provider shall notify Customer promptly of any such delay and shall specify the effect on services as soon as is practical.
2. Notwithstanding any of the foregoing to the contrary, neither party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a party's failure to comply with any of its obligations under this Agreement or by such party's negligence or omission, there shall be no relief for such party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty (30) days, then the party receiving the delayed performance may terminate this Agreement upon ten (10) days' notice to the other party.

Limitation of Liability

1. Neither party shall be held liable for any special, punitive, indirect, incidental, or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, whether or not foreseeable and whether or not a party has been advised of the possibility of such damages; provided, however, that for the avoidance of doubt, damages arising in connection with obligations of indemnification or confidentiality shall be deemed to be "direct" damages for which recovery shall not be barred by this article.

Term and Termination

1. Either party may terminate this agreement without cause so long as the terminating party provides notice of termination in writing no less than 30 days prior to the effective date of termination. In the event of termination, Customer/Customer's Client data shall be released to Customer upon request providing Customer's account is current and in good standing. Data will be provided to Customer in CSV/Excel or MS SQL file format. In the event of termination without cause, Customer agrees to pay Provider for all work and/or services performed up to the date of termination.
2. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party gives no less than fourteen (14) days written notice and the opportunity to cure said breach.

Complete Agreement

1. Parties agree that this Contract/Agreement together with the Jackson County, Missouri Request for Proposals No. 61-17 and Contractor/Respondent's response thereto constitute the complete and exclusive agreement between the parties which supersedes all prior understandings or agreements, oral or written, and all other communications between parties relating to the subject matter of this Contract/Agreement.

We hereby agree to abide by the terms and conditions set forth above and willingly enter into this Agreement for Service in good faith.

Mark [Signature] Director of Finance and Purchasing 12/13/2017
 Customer Representative Signature, Title Date

Stan Meng 11/01/2017
 Stan Meng, SEM Applications, Inc Date

APPROVED TO FORM:

Jim D. Hatcher
 County Counselor

REVENUE CERTIFICATE:

Funds sufficient to meet this obligation are subject to appropriation in the 2018 budget.

12/13/2017
 Date

Mark [Signature]
 Director of Finance and Purchasing
 Acct. No. 002-5102-56661