

APPENDIX I TO DIR CONTRACT NO. DIR-SDD-1647

PROPERTY TAX SOFTWARE LICENSE AGREEMENT

ACS GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-2300
("ACS")

and

("Customer")

THIS AGREEMENT is made between ACS and Customer as of the Effective Date, and along with DIR Contract No. DIR-SDD-1647, the parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both ACS' warranty services and, if procured separately by Customer, ACS' Product Support & Enhancement Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including the Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and for such Component System available through both ACS' warranty services and, if procured separately by Customer, ACS' Product Support & Enhancement Program.

"Confidential Information" means, to the extent authorized by the Texas Public Information Act, non-public information of a party to this Agreement. Confidential Information of ACS includes the Licensed Software, all software provided with the Licensed Software, and all associated documentation, technical information, algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains

from a third party without restriction on disclosure and without breach of a non-disclosure obligation, or (iv) is required to be disclosed by the Texas Public Information Act.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means the date on which ACS ships the Component System(s) to the Delivery Address F.O.B. Lexington, Kentucky.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documented Defect" means a material deviation between the Baseline Component System and its documentation, for which Documented Defect ACS has confirmed that Customer has given ACS enough information for ACS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under ACS' control.

"Effective Date" means the date identified on the signature page of this Agreement as the Effective Date.

"Equipment" means the hardware and systems software configuration identified in Exhibit 1 as the Equipment.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software

Supplements; and (ii) any schedule also marked as “Exhibit 1” (also including any attached Software Supplements) that is attached to any amendment to this Agreement.

“Intellectual Property Rights” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“Licensed Software” means the Component Systems listed in Exhibit 1.

“Customer Employees” means: (i) Customer’s employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know and who, prior to obtaining access to the Licensed Software, have executed an ACS-approved non-disclosure agreement.

“Object Code” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“Recipient” means the party receiving Confidential Information of the Discloser.

“Software Supplement” means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

“Source Code” means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. ACS has the right to grant Customer this license to use the Licensed Software. Except as otherwise indicated in a Software Supplement, ACS owns the Licensed Software.

3. License. Subject to the terms and conditions of DIR Contract No. DIR-SDD-1647 and this Agreement, ACS grants Customer a revocable, non-exclusive, non-transferable license to use, store, transmit and display the Licensed Software on the Equipment within the United States of America for Customer’s own, non-commercial computing operations. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain

Source Code and Object Code for Component Systems for which Customer is not granted a license for use. Customer may not make any use of any Source Code and/or Object Code for any such Component Systems for which Customer is not expressly obtaining a license for use under this Agreement.

(a) Source Code. Unless otherwise specified in Exhibit 1 to this Agreement, Customer shall have no right to access, copy or otherwise use the Source Code for any Component System. If Exhibit 1 to this Agreement specifically authorizes Customer to use the Source Code, then Customer will not disclose all or any part of the Source Code for the Licensed Software to any person except Customer Employees who, before obtaining access to the Source Code, have been informed by Customer in writing of the non-disclosure obligations imposed on both Customer and such Customer Employees under this Agreement.

(b) Object Code. Customer has right to use the Licensed Software in Object Code form only, and exclusively on the Equipment set forth in Exhibit 1. Customer also has the right to use the Licensed Software in Object Code form temporarily on one other ACS-supported configuration, for disaster recovery of Customer’s computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its own internal use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Licensed Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Licensed Software. Customer is prohibited from modifying, improving or otherwise enhancing the Licensed Software. Customer is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. To the extent authorized by the Texas Public Information Act, Customer will not allow the Licensed Software to be used by, or disclose all or any part of the Licensed Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Licensed Software by third parties on a strict “need to know” basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. Customer will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining ACS’ prior

written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that ACS otherwise provides with the Licensed Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Licensed Software.

(f) Software Updates and Customizations. This License Agreement applies to all software updates and supplements to the Licensed Software delivered by ACS after the Effective Date (whether or not such updates or supplements were delivered in connection with ACS' warranty program or through ACS' Product Support & Enhancement program). Unless otherwise specified in a Software Services Agreement, this License Agreement shall also apply to any customizations of the Licensed Software provided by ACS, including any updates and supplements related thereto. Customer acknowledges and agrees that all such customizations to the Licensed Software constitute "derivative work" within the meaning of the definition set forth in Section 101 of the U.S. Copyright Act

4. Available Services. ACS can provide Customer with services under a separate Software Services Agreement or a Product Support & Enhancement Agreement.

5. Delivery. Except as otherwise provided in Exhibit 1, ACS will deliver all Component Systems to Customer at the Delivery Address within thirty (30) days after the Effective Date.

6. Payment and Taxes.

(a) Payment. Payments shall be in accordance with Section 7.C. of Appendix A to DIR Contract No. DIR-SDD-1647. . Customer will also reimburse ACS, in accordance with Section 4.G. of DIR Contract No. DIR-SDD-1647 for travel expenses that ACS incurs in providing Customer with services under this Agreement. Reimbursement is subject to the reimbursement limitations set forth in Section 4.G. of DIR Contract No. DIR-SDD-1647.

(b) Taxes. As per Section 151.309, Texas Tax Code, governmental Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, governmental Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253 (i) and (ii).

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by ACS and Remedy For Breach. For each Component System, ACS warrants to Customer that, for period of ninety (90) days beginning on the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Documented Defects. For each Documented Defect, ACS, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, ACS is unable to provide Customer with an avoidance procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this Agreement, ACS in its discretion may either (1) equitably adjust the fees due to ACS as specified in Exhibit 1, or (2) if the fees specified in Exhibit 1 have already been paid to ACS, equitably reimburse all or part of such fees. These remedies are exclusive and are in lieu of all other remedies, and ACS' sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than ACS modifies the Baseline Component System, or otherwise attempts to reverse engineer, disassemble or decompile the Licensed Software; (ii) the Baseline Component System has been damaged through the negligence or misconduct of parties other than ACS, or as a result of

Customer's failure to operate the Licensed Software in accordance with the operating instructions of ACS; (iii) a force majeure event occurs, or if the software is exposed to unusual physical or electrical stress; or (iv) Customer does not implement changes that ACS provides to correct or improve the Baseline Component System. If despite any modification of the Component System, ACS can replicate the reported problem in the Baseline Component System as if the problem were a Documented Defect, then ACS will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Documented Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

8. Confidential Information. Except as otherwise permitted under this Agreement and to the extent authorized by the Texas Public Information Act, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

9. Indemnity by ACS. Infringement Indemnity shall be in accordance with Section 9.A.2. of Appendix A to DIR Contract No. DIR-SDD-1647. If any Component System is, or in ACS' opinion is likely to become, the subject of a United States copyright infringement claim, then ACS, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing

and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to ACS for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS ACS' EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Terminations and Rights Under Termination shall be in accordance with Section 10.B. of Appendix A to DIR Contract No. DIR-SDD-1647.

(b) **Effect of Termination.** Upon termination of this Agreement by either party, Licensee will promptly return to ACS or (at ACS' request) will destroy all copies of the Licensed Software to the extent authorized by applicable records retention laws and policies, and will certify to ACS in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

11. Notices. All notices shall be in accordance with Section 11.A. of Appendix A to DIR Contract No. DIR-SDD-1647.

12. Force Majeure. Force Majeure shall be in accordance with Section 10.C. of Appendix A to DIR Contract No. DIR-SDD-1647.

13. Assignment. Assignments shall be in accordance with Section 4.D. of Appendix A to DIR Contract No. DIR-SDD-1647.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Texas and any dispute resolved in Travis County, Texas. Dispute Resolution shall be in accordance with Section 10.A. of Appendix A to DIR Contract No. DIR-SDD-1647. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY. LIMITATION OF LIABILITY SHALL BE IN ACCORDANCE WITH SECTION 9.K. OF APPENDIX A TO DIR CONTRACT NO. DIR-SDD-1647.

matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

17. Entire Agreement. DIR Contract No. DIR-SDD-1647 and this Agreement contain the entire understanding of the parties with respect to its subject

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

ACS

By: _____

(Printed Name and Title of Signatory)

Date: _____

CUSTOMER

By: _____

(Printed Name and Title of Signatory)

Date: _____

EXHIBIT 1

Customer:
Delivery Address:

LICENSED SOFTWARE:

ACS COMPONENT SYSTEMS	LICENSED (Y/N)	NUMBER OF CONCURRENT USERS	SOURCE CODE LICENSED (Y/N)	SOFTWARE SUPPLEMENT	FEEES
GATE (Geographic and Attribute Transaction Engine) Toolkit		Unlimited	No	None	\$
Parcel Editor			No	None	\$
Assessment Office		Unlimited	No	None	\$
Billing and Collections Office		Unlimited	No	None	\$
Land Development Office		Unlimited	No	None	\$
Land Development Office Web		Unlimited	No	None	\$
Portable Office		Unlimited	No	None	\$
Land Records Framework (LRF)		Unlimited	No	None	\$
EasySketch II		Unlimited	No	None	\$
				Sub-Total:	\$
THIRD PARTY COMPONENT SYSTEMS	LICENSED (Y/N)	NUMBER OF CONCURRENT USERS	SOURCE CODE LICENSED (Y/N)	SOFTWARE SUPPLEMENT	FEEES
			No	None	\$
			No	None	\$
				Sub-Total:	\$
				TOTAL LICENSE FEES:	\$

NOTICE:

PAYMENT: Payment shall be in accordance with Section 7.C. of Appendix A to DIR Contract No. DIR-SDD-1647. ACS will invoice Licensee for all other services and applicable charges, as ACS renders the services or Licensee incurs the charges, as applicable.

DELIVERY: Unless otherwise indicated below, each of the Component Systems identified above shall be delivered within thirty (30) days following the Effective Date.

ACS will deliver each of the above-listed Component Systems within thirty (30) days after the date on which ACS first makes the Component System available in a general release version.