

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

PROPERTY TAX SOFTWARE SERVICES AGREEMENT

ACS GOVERNMENT SYSTEMS, INC.

1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (859) 277-7600

and

{INSERT CUSTOMER NAME AND ADDRESS HERE}

("Customer")

THIS AGREEMENT is made between ACS and Customer as of the Commencement Date.

ACS and the Customer have entered into a certain License Agreement (as that term is hereinafter defined) under which ACS granted the Customer a right of use for the Licensed Software (as that term is hereinafter defined), all on the terms and conditions of such License Agreement. ACS and the Customer desire to enter into this Agreement pursuant to which ACS will provide Customer with services in connection with the Licensed Software, all in accordance with the terms and conditions of DIR Contract No. DIR-SDD-1647 and this Agreement as the same may be amended from time to time. Accordingly, the parties, intending to be legally bound, hereby agree as follows:

1. Incorporation By Reference.

Sections 1 (Definitions), 8 (Confidential Information), and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement set forth as Appendix I to DIR Contract No. DIR-SDD-1647 are incorporated into this Agreement by this reference as fully as if written out below. If any other provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

Each of the following additional terms will have the meaning ascribed to such term herein below when used in this Agreement. Further, certain other terms may be defined in a Scope of Services (including without limitation in Exhibit A), and each such term has the mean ascribed to it therein when used therein.

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

"Customization" means any ACS-developed changes to and/or creations of Source Code and/or Object Code in compliance with a Customization Specification therefor, but without any other change whatsoever.

"Customization Defect" means, in each instance, a material deviation between a Customization and its Customization Specification, for which Customization 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 computer configuration for which ACS created the Customization and which computer configuration is under ACS' control.

“Customization Delivery Date” means, for each Customization, the date Customer first receives that Customization at the Delivery Address.

“Customization Specification” means that detailed specification that Customer and ACS will agree upon in each instance for a Customization, and from which Customization Specification ACS will generate the Source Code and Object Code for such Customization.

“Exhibit A” means the Scope of Services that is attached to this Agreement and marked as Exhibit A.

“Fee” means the remuneration that Customer is to pay to ACS for Services in any instance.

“License Agreement” means that certain Software License Agreement entered into by and between Customer and ACS on or about the Commencement Date, pursuant to which License Agreement Customer obtained the right to use Licensed Software.

“Premises” means Customer’s data processing facility(ies) located at such address or addresses as Customer may designate from time to time.

“Project Plan” means, in each instance, a detailed plan describing the specific Services to be performed by ACS and the associated activities to be handled by Customer in connection therewith. Upon its creation and approval by both parties, the Project Plan will be deemed incorporated into this Agreement by reference, without further action by either party.

“Scope of Services” means, in each instance, the written description of Services to be rendered by ACS, and each which Scope of Services must be expressly incorporated by reference into this Agreement in each instance.

“Services” means, in each instance, the implementation, training, customization and/or technical services that ACS is to provide to Customer pursuant to a Scope of Services and for the remuneration otherwise provided for in such Scope of Services or a correlating amendment to this Agreement.

“Software” means the Source Code and Object Code for application software products, operating systems, database systems, computer language facilities, development tools; and the related specification(s) therefor.

“Product Support & Enhancement Agreement” means that certain written agreement entitled the “Product Support & Enhancement Agreement” and entered into by the parties on or about the Commencement Date, under which Product Support & Enhancement Agreement ACS is to provide Licensee with Improvements (as that term is defined in the Product Support & Enhancement Agreement) for the Baseline Licensed Software, all on the terms and conditions of and for the fees provided for in the Product Support & Enhancement Agreement.

3. Services. In consideration of Customer’s payment of the Fee specified in Exhibit A, ACS agrees to furnish the Customer with the Services specified in Exhibit A. Pricing shall be in accordance with Exhibit C, Pricing Index, to DIR Contract No. DIR-SDD-1647. Absent the parties’ execution of an amendment to this Agreement that provides to the contrary, this Agreement specifically excludes any responsibility on the part of ACS for providing any services other than the Services specified in Exhibit A. ACS can provide Customer with additional Services under the terms of this Agreement provided they are within the scope of DIR Contract No. DIR-SDD-1647. In any such instance, the parties will amend this Agreement to define such additional Services- and to specify the Fee for such additional Services. Fees shall be in accordance with Appendix

C, Pricing Index, to DIR Contract No. DIR-SDD-1647.

In each instance in which ACS is to provide Services, the parties will develop a Project Plan that details the Services to be provided, identifies each party's responsibilities for such Services and sets for a schedule for the provision of such Services.

4. Customer Obligations.

4.1 Access. Customer agrees to permit ACS' authorized personnel, and third parties as may be authorized by ACS, access to the Premises and other Customer facilities, information, data, data communication services, and communication lines, at such times and for such purposes as reasonably necessary or appropriate to permit ACS to perform its obligations under this Agreement.

4.2 Availability of Customer Personnel. Upon ACS' reasonable request, Customer will make its personnel, including appropriate technical personnel, administrative personnel and other employees, reasonably available for consultation to the extent reasonably necessary in order to facilitate ACS' performance of the Services its obligations.

5. Personnel.

5.1 Assignment of ACS Personnel and Replacement of ACS Premises-Based Personnel. Customer will have the right to request that ACS remove and replace any ACS personnel providing Services at the Premises if, in the reasonable opinion of Customer, such ACS personnel do not possess the skills and experience necessary to render the Services for which ACS has provided such personnel. Promptly after receipt of Customer's request therefor (which right of request Customer will not unreasonably exercise), ACS will replace such personnel, at no additional cost to Customer therefor.

5.2 ACS Project Manager. ACS will designate an ACS Project Manager who will be responsible for coordinating ACS' efforts and for communicating with the Customer Project Director regarding the Services.

5.3 Customer Project Director. Customer will designate a Customer Project Director who will be responsible for communicating with the ACS Project Manager with regard to the proper execution of this Agreement and the obligations and duties under this Agreement.

6. Term. Subject to the events of termination otherwise provided for in this Agreement, this Agreement will remain in full force and effect for a period of _____ years after the Commencement Date. The term during which ACS will provide Customer with Services under any particular Scope of Services will be specified in the applicable Scope of Services.

7. Fees and Payment.

7.1. Fee Payment. In each instance, Customer will pay ACS the Fee for Services in the manner specified in the applicable Scope of Services. Pricing shall be in accordance with Appendix C, Pricing Index, to DIR Contract No. DIR-SDD-1647.

7.2 Reimbursement of Expenses Additional. Except as may be otherwise specified in any particular Scope of Services, Customer will additionally reimburse ACS for travel expenses that ACS incurs in providing Customer with the Services in accordance with Section 4.G. of DIR Contract No. DIR-SDD-1647.

7.3 Payment of ACS Invoices. Customer will pay each ACS invoice in accordance with Section 7.C. of Appendix A to DIR Contract No. DIR-SDD-1647.

8. Source Code and Software License For Customizations; Work Product Ownership

8.1 License To Use Customizations.

Any Customization delivered by ACS in connection with this Agreement shall be subject to the terms and conditions set forth in DIR Contract No. DIR-SDD-1647 and the License Agreement executed by Customer. Customer acknowledges and agrees that Customization constitutes a “derivative work” of underlying copyrighted Software within the meaning of the definition set forth in Section 101 of the U.S Copyright Act. Customer’s right to use such derivative Customization will, in each instance, be governed by DIR Contract No. DIR-SDD-1647 and the License Agreement governing Customer’s right to use the underlying copyrighted Software from which such Customization is derived. Any rights not expressly granted in the License Agreement or this Agreement are expressly reserved.

(a) Right To Reproduce Customization Specifications. Customer can make copies of the Customization Specification for each Customization as needed for its use in accordance with the terms of this Agreement.

(b) Survival. Subject to the payment terms provided for in this Agreement, the provisions of this Subsection 8.1, including the license granted hereunder and all related rights and obligations, will survive the term or termination of this Agreement for any reason; provided, however, that Customer understands and agrees that in the event of termination of the license to the Licensed Software granted to Customer pursuant to the License Agreement, Customer’s rights to utilize the Licensed Software would terminate, and accordingly, Customer’s right to use any Customizations that are derivative works of the Licensed Software, in whole or in part, will terminate.

8.2 Ownership of Work Product. Ownership shall be in accordance with Section 8.B. of DIR Contract No. DIR-SDD-1647.

9. Intellectual Property 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 a Customization 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 Customization under the terms of this Agreement; or (B) replace the Customization with products that are substantially equivalent in function, or modify the Customization so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the Fee paid to ACS for the Customization(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. Limited Warranties; Disclaimer of Warranties; Certain Maintenance.

10.1 Limited Warranty of Workmanlike Skills And Remedy For Breach. ACS will render all Services in a professional and workmanlike manner, using personnel generally deemed acceptable in the information technology industry to perform the Services that such ACS personnel have been assigned to perform. ACS will promptly replace any ACS personnel that are rendering Services on-site at the Premises if Customer reasonably determines that such personnel do not so possess the requisite skills and provides ACS with notice to that effect, provided that such replacement does not

violate any law or governmental regulation applicable to such personnel replacement.

10.2 Limited Software Warranty by ACS and Remedy For Breach. For each Customization, ACS warrants to Customer that, for a period of ninety (90) days after the Customization Delivery Date, the Customization, as used by Customer for its own, non-commercial computing operations on the computer configuration for which ACS created such Customization, will operate without Customization Defects. For each Customization 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 Customization Defect. If, despite its reasonable efforts, ACS is unable to provide Customer with an avoidance procedure for or a correction of a Customization Defect, then, subject to the limitations set forth in Section 11 of this Agreement, ACS in its discretion may either (1) equitably adjust the fees due to ACS as specified in Exhibit A, or (2) if the fees specified in Exhibit A have already been paid to ACS, equitably reimburse all or part of such fees. These remedies for breach of this limited warranty are exclusive and are in lieu of all other remedies for breach of this limited warranty, and ACS' sole obligations for breach of this limited warranty are contained in this Section 10.2.

10.3. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, ACS DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES NOT INCORPORATED INTO THIS AGREEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IMPOSED BY LAW OR WHICH COULD OTHERWISE ARISE IN CONNECTION WITH ACS'

PERFORMANCE UNDER THIS AGREEMENT.

10.4 Abrogation of Limited Software Warranty. The limited warranty in Section 10.2 will be null and void if: (i) anyone (including Customer) other than ACS modifies the Customization, or otherwise attempts to reverse engineer, disassemble or decompile the Licensed Software; (ii) the Customization 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 Customization. If despite any modification of the Customization, ACS can replicate the reported problem in the Customization 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 Customization as though the reported problem were a Documented Defect.

11. LIMITATION OF LIABILITY/REMEDIES.

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

12. No Hire Clause. During the period of this Agreement and any resulting Subcontract, neither party hereto shall solicit for hire any employee of the other associated with performance under this Agreement or any resulting Subcontract; nor shall they hire such employee without prior written consent of the party which employs that individual. Individuals previously employed by either party may be solicited for hire and hired, without such written approval, one (1) year after termination of their employment with the party which employs the individual. Publically published employment opportunities do not violate this provision.

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

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

Commencement Date: _____

ACS

CUSTOMER

By: _____

By: _____

(Printed Name and Title of Signatory)

(Printed Name and Title of Signatory)

EXHIBIT A

STATEMENT OF WORK/PAYMENT SCHEDULE