PRESCRIBED CONTRACT FOR COMPUTER SOFTWARE, SERVICES, AND EQUIPMENT
State Form 55931 (11-15)

This Contract is entered into by and between X-Soft, Inc. ("Contractor," which term shall include the Contractor's principals), the Franklin County Assessor and the Board of County Commissioners of Franklin County, Indiana (hereinafter jointly and severally the "County," which term shall also mean Franklin County, Indiana), and the Department of Local Government Finance ("Department"), a party solely for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to IC 6-1.1-31.5-2(c).

RECITALS

A. The County has determined it is in the County's best interest to employ the Contractor as an information technology provider pursuant to the provisions of IC 6-1.1-31.5-2 for the purpose of providing computer software, services, and/or equipment as required by IC 6-1.1-31.5-2 and 50 IAC 26;

B. The County and the Contractor have complied with IC 5-22 in obtaining bids, proposals, or a special procurement, and the purchase of the Contractor's software, services, and/or equipment is in compliance with Indiana law;

C. The Contractor's software, services, and/or equipment are certified by the Department pursuant to 50 IAC 26-18;

D. The County is awarding the Contract to the Contractor after compliance with IC 5-22, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;

E. This Contract is subject to the provisions of IC 6-1.1-31.5 and 50 IAC 26 and the Contractor will comply with the provisions of IC 6-1.1-31.5 and 50 IAC 26 in connection with this Contract; and

F. The Department has final approval authority for the employment of the Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by IC 6-1.1-31.5-2.

AGREEMENT

In consideration of the promises, mutual covenants, and obligations of the parties, the County, the Department, and the Contractor agree as follows:

1. Incorporation of Recitals. The foregoing recitals are adopted by the parties as being true and accurate statements and are hereby incorporated as binding representations of this Contract.

2. Products and Services Provided by Contractor. The Contractor agrees to provide to the County certain hardware, software, and/or services, including but not limited to consulting, project management, training, configuration or installation (collectively the "System Package"), all as more particularly described on a Work Plan that must be attached to this Contract as "Exhibit A". From time to time, the Contractor and the County may agree upon additional hardware, software, and/or services to be provided by the Contractor (the

"Additional Products and Services"), which shall be designated on additional Work Plan(s) and attached as Addenda to this Contract and executed by the Parties pursuant to the same formalities as the execution of this Contract. The System Package, Work Plan, and Additional Products and Services shall be governed by the terms of this Contract, and to the extent the terms of this Contract and the Work Plan contradict, the terms and provisions of this Contract shall control.

3. Contractor's Product Compliance with Indiana Law. If the Contractor's duties pursuant to this Contract are to provide either a component of or a complete property tax management system, the Contractor agrees as follows in compliance with 50 IAC 26-19-1(b)(3) and (5) and 50 IAC 26-19-2(b)(2):

A. The Contractor guarantees and warrants that the products covered by this Contract meet the provisions of 50 IAC 26-19, and if any party subsequently discovers a failure by the Contractor's products to meet the provisions of 50 IAC 26-19, the failure will be corrected at the Contractor's expense.

B. The Contractor will make any product or service change that is required as a consequence of a change in any law, rule, or state policy relating to the System Package (and components thereof), provided that Contractor is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties. The Contractor understands that even if the Contractor claims that it is not being equitably compensated and refuses to make a product or service change, 50 IAC 26 authorizes the Department to decertify the Contractor's System Package (and components thereof) if it does not comply with applicable laws. Such decertification could result in the System Package (and components thereof) being ineligible for operation in Indiana. Decertification by the Department shall not be considered a breach of this Contract by the Department. A decision by the Department to decertify the System Package or any component thereof shall not be attributed to the County and shall not give rise to a cause of action against the Department.

C. The Contractor will provide assistance to the County as may be required to modify the property tax management system (or component thereof) to comply with changes in stated law, Department rules, Department policy statements, or 50 IAC 26-19 within the time period prescribed by the law, rule, or Department.

4. Contractor to Provide Maintenance Agreement. The Contractor agrees, in compliance with 50 IAC 26-19-2(b)(1) and (4) and 50 IAC 26-19-3, that if it is a vendor of assessment software or tax and billing software, it will provide (i) a software maintenance agreement that meets the standards prescribed in 50 IAC 26-19; (ii) the Contractor will reimburse the County for all costs incurred as a result of the Contractor's failure to continue to support the assessment software or tax and billing software during the life of the maintenance agreement; and (iii) the Contractor must offer a maintenance contract for ongoing maintenance services of the property tax management system that includes (1) telephone support, (2) problem diagnostic support for the Contractor's personnel by any necessary combination of remote and on-site services, (3) system modification initiated by the Contractor, and (4) services to correct defects in software that are provided at the Contractor's expense.

5. Contract Representative. The County Assessor shall be the Contract Representative to serve as the primary contact person under the Contract.

6. Contractor Employees: Project Manager. The Contractor assigns Brian Bucher as the project manager, with whom the County and the Department shall discuss all issues related to the Contract, and the contact information for the project manager is:

Address *(number and street, city, state, and ZIP code*:
21691 Anchor Bay Dr.
Noblesville, IN 46062
Work telephone: (317) 753-8716 Home telephone: ( ) Same Cell number: ( ) Same
E-mail address: brianb@xsoftin.com

7. Work Plan. Attached hereto, and incorporated fully herein as Exhibit A, is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all information technology requirements necessary to fully comply with the obligations of 50 IAC 26 have been met. The Department will not approve this Contract if a Work Plan complying with the provisions of paragraph 2 is not attached.

8. Performance Bond. If the County requires surety and performance bonds, the Contractor must purchase a performance bond or bonds from a surety licensed to do business in the State of Indiana. The performance bond(s) must be in the same amount as the price of this contract and must entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. A requirement that the Contractor provide surety and performance bonds may be attached to this Contract as an addendum to be signed by all parties. Alternatively, the Contractor and County may agree to a performance retainer and attach an addendum signed by all parties to this Contract to provide for such a retainer.

9. Disaster Recovery. The Contractor ☐ shall/☑ shall not provide a Continuity Plan. The Continuity Plan is hereby incorporated by reference and shall provide, at minimum, the following:

A. provision of an alternate power source for uninterrupted services;

B. designation of one or more facilities (each a "Disaster Recovery Site") or separate computer resources to which the Contractor shall move the affected portion of any Services upon the occurrence of a Force Majeure event requiring such a relocation (including a Force Majeure event at a Disaster Recovery Site), which Disaster Recovery Sites for this Agreement shall be N/A;

C. equipment of each Disaster Recovery Site with data processing resources sufficient to provide all Services in reasonable compliance with the terms and conditions of the Contract, based on the circumstances of the Force Majeure event; and

D. specification of all procedures for the determination or declaration of a Force Majeure event, which determination or declaration may not be unreasonably withheld or delayed by either party. In the event of a Force Majeure event, the Contractor shall use commercially reasonable efforts to resume delivery of the services (including via electronic access) utilizing the Disaster Recovery Site in the timeframe provided in the Continuity Plan. To the extent one or more Force Majeure events materially and adversely affects or prevents performance of the Continuity Plan, the Contractor shall provide the Department with a plan to resume delivery of the Services no later than seven business days thereafter at all Service Locations other than those at which the Force Majeure event has rendered impractical the delivery of the Services at such Service Locations. The Department shall not unreasonably deny approval of the new plan.

E. This section supplements Section 36 of this Contract.

10. Office Space; Computer Support. The County ☑ shall/☐ shall not provide the Contractor with office space and ☑ shall/☐ shall not provide the Contractor with computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with office space and/or computer support in connection with the performance of this Contract.

11. Continuity of System Operations. If for any reason the County changes the assessment or tax and billing software or any other part of the computer system at (i) the end of the Contract term, (ii) Contract termination, (iii) decertification, or (iv) failure of recertification, the Contractor shall in no way impede or delay the smooth, orderly, and timely transfer of the County's data from the current database to the new database.

12. Source Code Escrow. The Contractor agrees to maintain an Escrow Agreement for the Software source code and related documentation for the benefit of the County and the Department during the term of the Contract. Contractor further guarantees that it will include the Department as a third party beneficiary to the Escrow Agreement at no charge to the Department. Additional terms and conditions include:
N/A

13. Consideration. The County shall pay the Contractor a fee of $ 137,500 (licenses, installation, conversion, and training) and $23,500 (annual support/maintenance)

select desired amount in full payment for the complete performance of all duties, responsibilities, and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 of this Contract and attached as Exhibit A. The fee shall be paid in the manner set forth in paragraph 16 below. The parties to this Contract acknowledge that the Department has no duty, responsibility, or obligation under this Contract to pay the Contractor, any subcontractor of the Contractor, or the County. The parties further acknowledge that the work to be performed under this Contract is solely for the benefit of the County and that it is the County's sole obligation to pay the Consideration required under this Contract.

(Provision 14 is optional.)

14. ☐ Guaranteed Most Favorable Terms. All of the prices, terms, warranties and benefits granted by the Contractor in this Contract are comparable to or better than the terms granted by the Contractor to any other similarly situated state and local government customer. If the Contractor, prior to the delivery of the software, announces a price reduction or makes generally available to other customers more favorable terms or conditions with respect to the software, such prices, terms, warranties, or conditions shall be made available

to the County and the Department on the date the price reduction or change in terms and conditions became effective.

15. Condition of Payment. All services provided by the Contractor must be performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The County shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract, or performed in violation of federal, state or local statute, ordinance, rule, or regulation.

16. Time and Manner of Payment. The Contractor shall be paid as follows:

A. The Contractor shall submit a claim for payment for the first of five equal installments and support / maintenance upon completion of the work under the Contract and Exhibit A Work Plan. The second installment shall be invoiced 12 months subsequent to the first claim, the third installment 12 months subsequent to the second claim, the fourth installment 12 months subsequent to the third claim, and the fifth installment 12 months subsequent to the fourth claim _____ *[specify timing of payment]*. The amount of each yearly _____ *[specify monthly, yearly, or lump sum]* payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval ☐ shall/☑ shall not be based on the N/A *[specify the time period when the reports must be submitted; for example, monthly, weekly, or biweekly]* progress reports submitted by the Contractor. Payment shall be made to the Contractor within 30 days after approval by the County.

B. If all work is not completed under this Contract by the completion date specified in paragraph 19 of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 30 days after that approval by the County, subject to other terms of this Contract. The County is exclusively responsible for payment to the Contractor. The Contractor shall not submit any claim for payment to the Department nor make any claim for damages against the Department under the Contract. The Department has no financial or other obligations, including damages, to the Contractor and is a party to this Contract solely for the purpose of fulfilling the requirements of IC 6-1.1-4-17(a).

(Provision 17 is optional.)

17. ☐ Penalties. Pursuant to IC 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of $ N/A per business day that any part of the performance by the Contractor remains incomplete after the due date specified in this Contract due to the fault of the Contractor.

18. Certification of Computer Software and Services.

A. A material inducement for entering into this Contract is that the Contractor's computer software and computer services have been certified under IC 6-1.1-31.5 and 50 IAC 26-18 in order to enter into this Contract. The Contractor represents and warrants that all required certifications are in effect at the time of entering into this Contract.

B. The Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. The Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing certification status.

C. Pursuant to 50 IAC 26-19-2, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification is denied, decertified, or revoked.

19. Term of Contract. This Contract commences on the date the Department signs and the Contractor shall commence work under this Contract within 30 days of the date of approval by the Department of the Contractor's engagement pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract on or before December 31, 2017.

20. Contract Reports and Monitoring.

A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. The Contractor shall make such materials available at its office at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the Department and County or their authorized designees. Copies shall be furnished at no cost to the Department and County if requested.

B. The Contractor shall, if so required by paragraph 16(A), provide written progress reports to the County in a form reasonably prescribed by the County and consistent with paragraph 16(A). The reports must include the status of the work being done. The County may require that additional information be included in the reports. The Contractor shall submit the reports to the County within three business days of receipt of a request.

C. The County may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program-related records and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

D. As required by IC 6-1.1-4-19.5(b)(7), the Contractor shall give unrestricted access to his or her work product to the Department and to Legislative Services Agency.

21. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County shall notify the Contractor in writing of its dissatisfaction. Upon receipt of the same, the Contractor shall have seven days to cure the County's dissatisfaction. If the County is still dissatisfied after the Contractor has exercised its opportunity to cure, then the County may request in writing replacement of any or all such individuals, and the Contractor shall grant such request.

22. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented, or modified by a written document executed in the same manner as this Contract.

23. Authority to Bind Contractor. The signatory for the Contractor represents that he or she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his or her signature is affixed and accepted by the County and the Department.

24. Confidentiality of Information.

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.

B. The parties acknowledge that the services to be performed by the Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

C. If the County or the Department receives a public records request that relates to information or documents in the possession of the County or the Department related to the Contractor's intellectual property, trade secrets, or other proprietary rights, the County or the Department shall promptly forward such request to the Contractor for response. The Contractor shall designate in writing which of those documents, if any, it considers confidential information or information otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. The Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-14-3-4 shall be designated as Confidential. The Contractor shall mark each page of a document considered to be confidential information as "Confidential" or a similar designation. The County or the Department shall promptly review the basis for the Contractor's claim of confidentiality and shall not disclose the documents subject to the Contractor's claim if the County or the Department concurs with such claim, provided that if the County or the Department determines that its obligation under public access law requires such disclosure, the County or the Department shall promptly notify the Contractor of such determination and will not make such disclosure if the Contractor obtains, prior to the expiration of the applicable timeframe for response to such request, either an opinion from the Indiana Public Access Counselor that such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.

D. The Contractor acknowledges that the Department will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

25. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda and other materials (the "Materials") (not including the software) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the County and

all such materials will be the property of the County. If ownership interest in the Materials cannot be assigned to the County, the Contractor grants the County a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials (other than as related to contract performance by the Contractor) without the prior written consent of the County is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense.

C. In addition a copy of the software program will be licensed to the County solely for their use during the term of the contract. This copy of the licensed software program may not be copied or otherwise duplicated for use by another county or entity without the express written consent of the Contractor. The Contractor shall provide the County and the Department full, immediate and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the County, the Contractor shall comply with all Indiana Office of Technology ("IOT") standards, policies, and guidelines, which are available online at http://iot.in.gov/architecture/. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the County shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The County or the Department may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Delays.

A. Whenever the Contractor or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, it shall, within ___10___ days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

B. In the event of a delay by the Department, legislative action, or court rulings, the County reserves the right to re-negotiate all terms of the Contract, including costs.

28. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the County or the Department for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Department. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Department, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC 4-6-2-11, which requires approval of the Governor and Attorney General.

29. Termination for Convenience by County. This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. A decision by the County to terminate this Contract shall not be attributed to the Department. Similarly, a decision by the Department to terminate this Contract shall not be attributed to the County, nor shall such a decision by the Department give rise to a cause of action against the Department. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty days prior to the termination effective date specifying the extent to which performance of services under such termination becomes effective. In the Notice, the party or parties terminating this Contract must state which party or parties initiated the termination. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, but under no circumstances will the Department be responsible for any payment, including damages, to the Contractor. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

30. Termination for Default by County. If the County, sixty days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

31. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.*, and audit guidelines specified by the State.

32. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or the County. The Contractor agrees that any payments currently due to the State of Indiana or the County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or the County, and that neither it nor its principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana, or the County. The Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or the County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC 24-5-12 [Telephone Solicitations]; or

(iii)IC 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC 24-4.7 in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

H. As required by IC 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

(1) The Contractor does not knowingly employ an unauthorized alien.

(2) The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

(3) The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

(4) The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The Department and/or the County may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty days after being notified by the Department and/or County.

33. Taxes. The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

34. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the Department with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

35. Contractor Assignment, Successors, and Subcontracting. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may subcontract with N/A for assistance with conversion work, provided that the Contractor gives written notice to the Department and the Contract Representative at least 14 days prior to the subcontracting. The Contractor understands that it is ultimately responsible for ensuring that the data are converted correctly and for working with any subcontractor to remedy any errors that may be encountered during the conversion process. The ultimate responsibility of ensuring the accuracy and integrity of the data conversion rests with the Contractor (in consultation with the County) and cannot be delegated or subcontracted.

The contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

36. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

This section supplements Section 9 of this Contract.

37. General Provisions.

A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

B. Waiver of Rights. No right conferred on any party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval, acceptance of, nor payment for the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining section, subsections, clauses or provisions of this Contract.

D. Addenda. No addendum to this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

38. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

39. Notice to Parties. Whenever any notice, statement, or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

Name: Sharon Halcomb Title: County Assessor
Organization: Franklin County
Address *(number and street, city, state, and ZIP code)*:
1010 Franklin Avenue
Brookville IN 47012
Telephone number: (765) 647-4921
Fax number: (765) 647-5906
E-mail address: assessor@franklincounty.in.gov

B. Notices to the Contractor shall be sent to:

Name: Brian Bucher Title: President
Organization: X-Soft, Inc.
Address *(number and street, city, state, and ZIP code)*:
21691 Anchor Bay Dr.
Noblesville, IN 46062
Telephone number: (317) 753-8716
Fax number: (317) 606-8175
E-mail address: brianb@xsoftin.com

C. Notices to the Department shall be sent to:

General Counsel
Department of Local Government Finance
Indiana Government Center North
100 North Senate Avenue, Rm. 1058B
Indianapolis, Indiana 46204
317-233-9219 voice
317-974-1629 fax

40. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Department within ten days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

D. Notifying the Department in writing within ten days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

41. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the County and the Department, their agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor in the performance of this Contract. The County and the Department shall **not** provide such indemnification to the Contractor.

42. Insurance.

A. The Contractor must carry automobile, public liability, and worker's compensation insurance policies for the entire duration of time during which the Contractor is completing obligations under this Contract. The Contractor's public liability and worker's compensation insurance policies must provide for minimum liability limits not less than $1,000,000 per occurrence. The Contractor must have automobile insurance that meets or exceeds the minimum amounts required by the State of Indiana for each vehicle it will use in the fulfillment of this Contract. A material inducement for entering into this Contract is that the Contractor will carry automobile, public liability, and worker's compensation insurance policies consistent with the requirements of this section. Failure to maintain insurance policies consistent with this section may be deemed a material breach of this Contract and grounds for immediate termination by the County or Department and denial of further work with the County. The Contractor must provide the County with copies of its insurance certificates and endorsements.

(List any additional insurance policies or coverage amounts that the County requires the Contractor to carry beyond the policies or amounts listed above.)

B. The Contractor's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3) The County and the Department will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.

(4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty days prior written notice to the County and the Department.

43. Identification. All personnel involved with performance of work for the Contractor ☐ are/☑ are not required to carry identification cards, which include a photograph of the individual and the Assessor's signature. All vehicles used by personnel ☐ are/☑ are not required to be marked appropriately and registered with the County Sheriff's office, with local police departments located within the County, and with the Assessor's office.

44. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the County and any applicant or employee of the Contractor.

45. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

46. Copy of Contract. The County shall provide to the Department a copy of this Contract, including documentation of any performance bond, within seven days of its signing by the County and Contractor. The Contract does not take effect until it is signed by the Department.

47. Substantial Compliance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

48. Affirmation that Contract Language Has Not Been Altered. The parties affirm that they have not altered, modified, changed, or deleted the Department's Boilerplate contract clauses in any way, except where the contract explicitly permits the addition or modification of terms. Any alteration not explicitly permitted is void.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5 prior to execution of this contract.**

In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

By: _____
Printed name: Brian Bucher
Title: President
Date *(month, day, year)*: 10/16/17

Where applicable:

Attested By: _____

Assessor:

By: Sharon Halcomb
Printed name: Sharon Halcomb
Title: Franklin County Assessor Date *(month, day, year)*: 10/10/17

_____ **County Board of County Commissioners:**

By: _____ Date *(month, day, year)*: 10-10-17
Commissioner

By: _____ Date *(month, day, year)*: 10-10-17
Commissioner

By: _____ Date *(month, day, year)*: Oct. 10, 2017
Commissioner

The Department of Local Government Finance, pursuant to IC 6-1.1-4-17(a), approves the employment of the Contractor:

By: _____
Printed name: Wesley R. Bennett
Title: Commissioner Effective Date *(month, day, year)*: 11-7-17

Exhibit A- Work Plan

Franklin County has selected **XSoft™** as the company to provide its Assessor's Office with CAMA software.

The purpose of this Work Plan is to further identify and clarify elements of the Prescribed Contract related to intellectual property rights of the parties, a timeline for conversion, installation and training, and ongoing support and maintenance of the software. For purposes of this Work Plan, the Prescribed Contract shall mean the Prescribed Contract for Computer Software Services and Equipment (State Form 55931 (11-15)) to which this Exhibit A – Work Plan is attached.

LICENSE AND RESTRICTIONS

1. **Software**. "Software" refers to the Contractor's product commonly known as INcama, including without limitation, all instructions, concepts, and techniques embodied and expressed in such computer software system together with all documents relating to or describing such programs, in any medium, delivered to the Assessor in accordance with the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract.

2. **License For Software.** XSoft agrees to sell and the Assessor agrees to purchase a nonexclusive, nontransferable, non-sublicensable license to use, access, display, run, or otherwise interact with (collectively "Use") Software only as authorized in the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract. Assessor understands, acknowledges, and agrees that XSoft has the sole discretion to designate the person installing Software. This license does not expire and the Assessor may continue to use the purchased license for Software for as long as Assessor wishes even though Assessor understands, acknowledges, and agrees that the technology upon which software is based changes very rapidly and / or the State of Indiana or its agencies may in the future impose requirements that will make software upgrades necessary to be functional or compliant.

3. **Licensing.**

(a) The Assessor agrees to purchase the number and type of Software licenses identified in the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract. Each license permits the installation and use of Software on a single computer. The Assessor must purchase additional licenses for each computer on which Software is installed and used.

(b) There are three types of licenses that Assessor may purchase. The first type of license allows for full rights to be assigned and unlimited access to all features in the purchased Software. The second type of license allows only for viewing rights to be assigned providing for limited access to the purchased Software. The third type of license is for use on a tablet computer for field data collection and entry. Schedule A identifies the cost of each type of license and the number of each type of license

purchased. Assessor may purchase additional licenses at the same price during the first twelve (12) months of the Prescribed Contract.

(c) In the event the computer on which Software is installed is sold or otherwise disposed of by Assessor, Assessor must notify XSoft within ten (10) calendar days prior to said sale or disposal. The Assessor recognizes that Software is only allowed to be installed on County owned and used hardware and may only be used by county employees for county purposes, unless approved by XSoft prior to other use, except that there is no requirement for prior approval for public access to view-only licenses installed on County owned hardware used on county premises.

4. **Restrictions: Intellectual Property Rights And Confidential Information.**

(a) "Intellectual Property" means: (i) any idea, design, concept, technique, invention, discovery, or improvement conceived or reduced to practice by XSoft in the course of performing its obligations under the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract, regardless of patentability, but including patent, trademark, copyright, valuable trade secret rights, and know-how, (ii) any works of authorship created by XSoft in the course of performing its obligations under the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract, including without limitation, any computer programs or documentation in tangible or electronic form, regardless of copyrightability, but including copyrights, (iii) any name, trade mark, or service mark used to identify XSoft as the source of a product or service, and (iv) any other similar rights.

(b) All data that is entered into, stored or generated by Software is the property of the Assessor, and XSoft does not retain ownership or other interest in the same. Title to and ownership of all Intellectual Property and legal rights contained therein are and shall remain in XSoft. This Agreement does not grant Assessor any intellectual property rights in the same. Except as and only to the extent expressly permitted in the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract, the Assessor may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Intellectual Property, or any part thereof, or to otherwise reduce the Software to human perceivable form, or to attempt to discover the source code of Software. The Assessor is also strictly prohibited from: (a) copying printed materials or user documentation relating to or accompanying Software, or (b) transferring, sublicensing, assigning, transferring, leasing, or sharing Assessor's rights under the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract to third parties.

(c) "Confidential Information" means the Intellectual Property and all other information marked as "confidential" or a similar designation by any party to the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract. Each party agrees not to use or disclose to any third party the Confidential Information for any purpose other than as contemplated by the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract. Each party also agrees to take all actions

reasonably necessary to protect and safeguard the Confidential Information from unauthorized use, access, or copying.

(d) The Assessor may disclose the Software to its employees and to independent contractors retained by the Assessor in connection with its use of the Software. To ensure the Assessor's employees do not make unauthorized disclosures, transfers, or copying of the Software, the Assessor shall periodically inform its employees of Assessor's restrictions under the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract. Prior to the disclosure of Software to independent contractors, the Assessor must notify XSoft of said disclosure. The independent contractors must execute a written agreement acknowledging the Intellectual Property of XSoft and promising to use Software only for the purposes specified by the Assessor and promising to abide by all restrictions set forth in paragraph 4(a) through and including (c) above, with a copy of each written agreement being provided to XSoft. In the event of unauthorized disclosure, use, transfer, or copying by either Assessor's employees or independent contractors, the Assessor agrees to take all reasonable steps necessary to terminate such unauthorized activity and to notify XSoft immediately of the full details of the unauthorized activity.

5. **Intellectual Property Rights: Remedies.** The Assessor recognizes and acknowledges that in the event of any breach of the provisions of paragraph 4 or any part of the Prescribed Contract, including all subparts (either actual or threatened); XSoft's remedies at law shall be inadequate. Assessor agrees that, in such event, XSoft shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights of law or in equity and such rights and remedies shall be cumulative.

6. **Source Code.**

(a) "Source Code" means the instructions comprising the computer program(s) expressed in the high-level programming language in which the programmer has written the program. The Source Code shall include documentation, statements of principles of operation and schematics, all as necessary or useful for the effective understanding and use of the Source Code by a trained computer-programming expert.

(b) XSoft will deliver the vendor's documentation and Source Code to an independent escrow agent, as provided in 50 IAC 26, agreeable to all Parties, under a source code escrow agreement. Delivery of the Source Code to the Assessor shall be limited to the terms and conditions set forth in the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract, the source code escrow agreement and applicable state law.

(c) The Assessor understands, acknowledges, and agrees that the Software Source Code, including without limitation of Enhancements, Compliance Updates, or Version, is proprietary to XSoft and protected under federal copyright law and under federal and state law as trade secrets. Assessor shall have no claim or right to XSoft's

documentation or source code except as provided by the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract, source code escrow agreement, state law, and specifically by 50 IAC 26 or any then-applicable successor rule or statute pertaining to assessing software. In the event the Source Code is delivered out of escrow to Assessor, Assessor agrees:

(i) Upon receipt of the Source Code, the Assessor shall maintain the Source Code in strict confidence, and shall use and disclose it only as reasonably appropriate to exercise Assessor's rights in the licensed Software, and shall use the same degree of care Assessor provides for its own programs in source code form to protect the source code as proprietary and confidential; and

(ii) Upon receipt of the Source Code, Assessor shall use the Source Code only for the processing of Assessor's own transactions, maintaining Assessor's own records and completing essential assessment functions. The Assessor shall not permit any third party any access or use of the Source Code or the related documentation, unless the requirements described herein are met, except by its employees which need such access to carry out their duties in the ordinary and normal course of Assessor's business. "Third party" as used herein means any "computer hardware provider," "computer services provider," "computer software provider," "tax and billing software vendor," and "vendor," as those terms are defined by 50 IAC 26. In addition, "third party" includes any person and/or entity performing "local certification" under 50 IAC 26; or any Software related product or services.

DELIVERABLES

7. **Transition to INcama.** There several elements involved in a successful transition from one CAMA software to another. The process is similar but unique for each county going through this type of transition.

The various steps required to take place include the following:

- Conversion (system analysis, table/field mapping, conversion coding, initial conversion processing, testing, final conversion)
- Installation
- Training
- Successful Implementation

Conversion

Data conversion is a systematic process designed to move data that exists in the current database to the INcama™ database. This process is by-far the most difficult and time consuming portion of the transition from one system to another. The key component to a successful conversion will be **XSoft's™** ability to understand the current systems structure. There are a number of elements that will come into play in terms of our ability to gain the type of knowledge we need to successfully convert;

- How similar is the current system to the INcama system
- How well does the current system match up to the States rules and laws regarding assessment of property
- How well documented is the current system
- How much assistance is the current vendor able/willing to provide
- How much assistance is the county able/willing to provide

These factors will play a crucial role in the success and timeliness of the data conversion process. Although **XSoft™** has a tremendous amount experience in data conversion projects, each system is different and provides for unique circumstances that can have an impact on any timeline. In turn, of all of the items related to a successful transition from one system to another; data conversion is the one process that is the most difficult to accurately put on a timeline.

XSoft™ will develop and test conversion routines to convert your legacy data to the **INcama™** database. This proposal only considers converting your most recent database (e.g., 2017), which in addition to the current land and improvement inventory, sketches, neighborhood information, and general parcel data, will also include historical ownership, transfer, valuation, image and sales data.

As you well know, conversion of this type of database is a very detailed and involved process that sometimes leads to a variety of errors and/or missing data. It is **XSoft's™** intent and responsibility to provide the cleanest and most effective data conversion possible.

Some things to consider…

- Your legacy system may not store the required information to properly value all property within **XSoft™**.
- Your legacy system may use differing valuation methodologies than **XSoft™**.

- Your legacy system may include poor or insufficient data.
- Your legacy system may store data differently than **XSoft™**.
- 100% accuracy of data conversion should not be expected, however a very high % should be (likely to be somewhere in the 90% range).

As part of our effort to successfully convert your data, **XSoft™** will perform a wide range of tests and processes to ensure the integrity of our data conversion. We will provide you with a set of reports that include the following;

- Items that can't be included in our database but we want to make you aware of.
- Items that you will have to manually assign or correct.
- Items that you should review.

The following conversion timeline is an estimate (based on our limited knowledge of the current system prior to having the opportunity to review the current database and documentation) that will need to be somewhat fluid. As we get into the details of the current database and the various conversion items many unknowns will become apparent which may or may not impact the timeline.

Estimated Conversion Timeline

Item	Details	Time	Comments
System Analysis	XSoft will review the current CAMA system in place, tables and fields included in the database and any documentation that is provided by the current vendor in an effort to gain knowledge about the current system that will be useful in the conversion process.	2 days	This process will begin once a signed contract is in place per the contract. The county should make contact with there current vendor to acquire any documentation that is available and provide to XSoft ASAP. Since Franklin County is currently using a system that XSoft has knowledge of there will not be significant time required to fulfill this item. **Estimated start date Nov 1 / Est. finish date Nov 2**
Mapping of all Tables/Fields	Identify tables and fields Determine which tables and fields to be converted Identify system codes Mapping fields from legacy system to INcama	1 day	There will be a lot of back and forth between XSoft and the County/Current Vendor. This is the phase where we get into the nuts and bolts of the current system Since Franklin County is currently using a system that XSoft has knowledge of there will not be significant time required to fulfill this item. **Estimated start date Nov 3 / Est. finish date Nov 3**

Writing Conversion Code	This will entail creation of the actual processes required to get data from legacy tables to INcama tables.	1 week	There will be additional interaction between our code writers and the county/current vendor—questions will arise as to how Since Franklin County is currently using a system that XSoft has knowledge of there will not be significant time required to fulfill this item. **Estimated start date Nov 6 / Est. finish date Nov 10**
Testing	General Review Pricing comparisons Data inclusion/exclusion	1 week	XSoft will conduct numerous tests on the converted database **Estimated start date Nov 13 / Est. finish date Nov 17**
Review with County	Based on results of tests XSoft will provide exception lists of data that: 1. could not be converted 2. converted with issues	1 day	Such data will have to be manually corrected by county once installed, up and running **Estimated start date Nov 20 / Est. finish date Nov 20**

Installation

Installation of the **XSoft™** product will be undertaken on site by a trained installer over the course of a single day. It is assumed that county I/T staff would be available to provide assistance where needed (e.g., access to server and client machines, access to the necessary passwords and user rights to perform installation of **INcama™**, etc.).

Installation will include loading the **INcama™** product on all server and client machines, as well as, both the converted and test databases, setting up any system codes that are county specific, working with county I/T to set up initial user names/passwords and ensuring that the product is working properly from each machine. Additionally, **XSoft™** will work together with county I/T to establish a database backup schedule and routines, and cover any administrative items that need to be addressed.

Estimated Installation Timeline

Installation	XSoft will install software, all necessary data set-ups, users etc. County will be responsible for getting SQL Server 2008 or newer installed (XSoft can participate in this if necessary)	1 day	Installation can occur well before the data is converted; with the converted data being installed upon completion. **Estimated start date any time after the contract is signed / Estimated finish date Nov 1**

Training

XSoft™ proposes to provide training on-site, conducted by experienced instructors using visual projection equipment, additionally, if the county has the facilities, in a computer lab. The county will be provided with an electronic version of a user manual and training guide, in addition to hard copies of training exercises. Training will consist of a detailed overview of the product and ample time will be spent on each of the core functions of the system. Students will have the opportunity to work specific scenarios, ask questions, and be provided with one on one, hands on guidance. The majority of time (95%) dedicated to training should be spent on assessors and staff who will be using the system, and minor time (5%) spent on those who may be involved in administering the system.

Considering the expected number of users in Franklin County, we feel that 2 days of in-depth training, in addition to initial training will be required to prepare users for use of the system. We anticipate that users will require a month or two of hands on use before becoming completely comfortable with the product and during that time fully expect to provide more than usual support to accommodate the needs of the county.

Initial training will be conducted once installation has taken place to introduce the product to the users. This will likely be about a half day of time spent introducing the users to the product. We will provide exercises covering the main functions of the system so that the user can spend time getting familiar with the product and perform a cursory review of the test conversion data prior to the in-depth training. Initial Training is considered part of the installation process and included within the installation cost.

In-depth training will be conducted once the users have had ample time (i.e., county discretion) to practice with the test conversion database. We would prefer to conduct this training as close to the go live date as possible so that users can "hit the ground running". As mentioned above, we anticipate 2 days for this training. It will be conducted onsite with use of county equipment, other than the visual projection equipment that we will provide. Users will be provided with training material consisting of an electronic version of the users manual and hard copies of training exercises. It would be ideal if the users had access to their workstations during training.

Estimated Training Timeline

Training	Users will be exposed to all of the functionality of the **INcama™** product and will have exercises to work with assistance from an experienced instructor. (typically we train users at their respective workstations)	2 days	Training will occur during the week of the "Go Live" date, but will be dependent on the County Assessor's schedule

Successful Implementation

The implementation of the entire transition process as described within this document will be complete once all phases are complete (conversion, installation, training); at such time this can be collectively thought of as the "Go Live" date. Once all phases are complete the county will be able to begin using the system with live data. Initially the county will spend time dealing with any data conversion issues that had previously been documented with exception reports and can then begin to conduct their normal business processes.

Estimated Successful Implementation Timeline

Go Live	Users can begin using the system with live data	N/A	No later than 60 days from the date of approval by the Department of Contractors employment pursuant to the Prescribed Contract for Computer Software, Services, and Equipment

8. **Errors, Updates, And Enhancements.** The following definitions apply to the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract in its entirety:

(a) "Error" means the failure of Software to conform in any material aspect of the functional specifications of Software. Any non-conformity resulting from Assessor's misuse or improper use of Software, or combining or merging Software with any hardware or software not authorized by XSoft, shall not be considered an Error.

(b) "Version" means a new commercially available Version of Software that XSoft may develop from time to time that will typically incorporate Enhancements and provide for error corrections, and/or Compliance Updates. Assessor may be required to pay additional license / maintenance fees for new Versions depending on the nature of the Version as described later in this section.

(c) "Enhancements" mean any functional improvements or new technologies that are not required to be part of the Software according to applicable state laws or department rules and policy statements and that are not included as part of the functionality identified as being included in the initial purchase of Software. These types of improvements are to be considered optional add-ons and will only be accessible to Assessor upon appropriate payment being made to XSoft.

(d) "Compliance Updates."
XSoft shall exercise due diligence and, in accordance with the highest professional standards, actively monitor changes in applicable state laws, department rules and policy statements, and provide the Assessor, in a timely manner, with Compliance Updates. The Assessor understands and agrees that XSoft's ability to meet such obligations is contingent upon publication of the change by the applicable regulatory agency in a manner that provides XSoft sufficient time to prepare and distribute the

Compliance Update before the effective date of the change. Compliance Updates in any given contract year that require more than 1040 hours of programming and related work, upon a cumulative basis, will be designated as major. Documentation supporting the dates, time, and description of research and programming activity shall be provided upon Assessor request. Compliance Updates that are not determined to be major will be deemed as minor and will be provided to Assessor as part of the existing maintenance agreement without additional charge. Major Compliance Updates will be supplied to Assessor provided XSoft is compensated in an amount equal to the value of the programming and related work hours incurred by XSoft which exceed 1040 hours in the contract year with that amount spread equitably among all licensees of Software affected by any major Compliance Updates and which amount is not to exceed 10% of the initial Software license fee and any additional full-feature licenses purchased after the initial purchase of Software.

(e) "Error Correction." XSoft shall be responsible for using all reasonable diligence to attempt to correct any verifiable Error in Software at no cost to Assessor. XSoft shall not be responsible for correcting any Error in any Version of Software other than the most recent Required Version. Errors will be addressed according to the following priority level schedule with 1 being of highest priority and 4 being of lowest priority:

Priority Level	Error Definition/Impact	XSoft's Response
1	The error causes an immediate major impact on the Assessors business. The error has caused the Assessors use of the Software to stop or substantially deviate from the documentation. No timely workaround exists.	XSoft will use its best efforts to: 1) respond to the Assessor within one hour, indicating that XSoft has received the report of the error; 2) provide an initial status report to the Assessor within 2 hours, and regularly communicate thereafter the status of a reported incident; 3) provide the appropriate modifications, bug fixes and other changes to the Software as soon as reasonably possible.
2	The error causes a significant impact on the Assessors business. A workaround is not available; however processing can still continue but in a restricted manner.	XSoft will use its best efforts to: 1) acknowledge receipt of the error within one business day of the report, and 2) verify the reported error and regularly communicate the status to the Assessor; and 3) provide the appropriate modifications, bug fixes and other changes to the Software within 30 days, or to continue its efforts indefinitely beyond this period when an error remains unresolved.
3	The error has a minor impact on the Assessors business. The error does not prevent operation of the Software.	XSoft will: 1) acknowledge receipt of the error within one business day of the report, and 2) respond to the error on a time available basis, within XSoft's then-current priorities.
4	The error has no business impact	XSoft will 1) acknowledge receipt of the error within one business day of the report; and 2) consider addressing the error in a future version or release.

Upon discovery of an Error by Assessor, Assessor shall identify the priority level when initially reporting the error to XSoft. XSoft may, in its reasonable discretion, re-classify

the error after its initial investigation. Assessor may dispute the re-classification pursuant to the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract. Subject to the foregoing, if the Assessor requests, in writing, and XSoft agrees to resolve in the requested fashion, that the error be resolved with a priority level higher than the XSoft assigned priority level, the Assessor will pay XSoft for that support on a time and materials basis at the rates established in the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract.

(f) **Third Party Error Issues.** XSoft cannot take responsibility for Third Party Errors, Bugs, or Issues. XSoft shall, however, communicate with the Assessor and County IT Department and participate in the resolution of Errors that may involve Third-Party Software, including the County's operating system software. XSoft agrees to participate in discussions with appropriate vendors and to assist the County Assessor and the County IT Department in developing fixes for such Error issues.

9. **Assessor's Responsibilities.** The Assessor shall:

(a) provide XSoft free of charge access to Assessor's facilities that may be required to perform the tasks described herein, including access after normal working hours and on weekends;

(b) create and maintain, at Assessor's expense, timely, accurate, and readable electronic back-ups of all data created by Use of the Software.

(c) report any Errors to XSoft promptly and make reasonable efforts to assist XSoft in identifying, isolating, and duplicating any such Error;

(d) protect its system from risk of loss, damage, or destruction at Assessor's expense;

(e) utilize minimum hardware and software specifications for Assessor and Server as provided in the proposal for software provided to Assessor; and

(f) provide all data necessary for the conversion of the county's legacy databases that are to be converted under this Agreement to XSoft within Two (2) weeks of the contract signing date. In the event of any delay in providing such data to XSoft, XSoft shall be entitled to an extension of time equal to such delay in meeting contract deadlines.

10. **Support Services.** XSoft shall provide the support services for Software that are described and identified in the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract. Assessor shall designate one or more persons through whom requests by the Assessor for Support Services shall be made. XSoft shall not be required to accept calls or requests from anyone other than a designated contact. The Assessor may change its designated contact person(s) at any time upon written notice to XSoft.

Support services shall include troubleshooting, technical analysis, problem diagnosis, and procedural assistance, including without limitation Compliance Updates. All of such support services may be provided by telephone, email, facsimile, or direct contact. In addition, support services may be provided through remote access by XSoft, through VPN connections and/or other industry standard remote services, such as "Go To Assist."

In order to provide Assessor with the best service possible, XSoft shall have direct remote access to the CAMA server and to all machines containing the CAMA Software. This will include the necessary rights to properly assist users and conduct necessary maintenance.

The majority of assistance that we provide is included in the annual support/maintenance fee. However, there are services that are not covered by the annual fee.

Examples of items that are covered by the annual fee include:

- **phone/email/fax/remote support**
  e.g., general questions and requests by the client.

- **routine visits**
  This would typically consist of one to two visits per month depending on the time of year, size of office and needs of office.

- **correction of errors in the software**
  It is not uncommon for minor bugs/issues to exist within any software product. We stand behind our product and will ensure that when such issues arise they will be dealt with in a timely manner.

- **annual maintenance of database**
  We will monitor your database throughout the year and provide assistance in keeping the database running in an efficient manner. There are likely to be standard processes that we will run on your database annually.

- **basic level sql writing**
  We will provide assistance in writing basic sql's to extract data from your database.

- **required updates to the program**
  It is not uncommon for laws, administrative rules and generally accepted appraisal practices to change periodically. As a result, updates may be required of our program to meet such changes. We will provide such changes free of charge, provided Assessor is current in payment of annual support/maintenance fees and subject to the provisions of paragraph 8(d) of this Work Plan.

- **scheduled updates to the program**
  Our vision of the Software includes a vast amount of functionality. Although the majority of functionality is included with the product you have purchased, we have a schedule for inclusion of other items over the next two to three years. Some of these items will be added over time free of charge.

- **assessment cycle needs**
  Each year you are required to prepare a certification of values, provide the certification to the auditor, and begin work on the following years data entry, which may require the set up of new cost, depreciation, and neighborhood tables. We will provide assistance with this process.

- **normal review of compliance reports**
  As you well know, the DLGF and LSA require annual submission of data (i.e., compliance data). You have the ability to run such exports at your discretion through standard exports. However, it has been our experience that the aforementioned agencies often take issue with the data submitted. We understand that there will be a basic level of review that will need to take place in this situation and will be happy to assist you with that process.

Examples of items that <u>are not</u> covered by the annual fee include:

- **extensive custom programming**
  There may be times when you request XSoft to develop custom programs or make special programmatic changes to the product that are outside the scope of the existing support/maintenance agreement. How these types of requests will be handled will be determined by a number of factors (e.g., man hours, purpose, compatibility etc.).

- **extensive custom reporting**
  The Software has a variety of reporting tools available to users to minimize this type of situation. However, there may be times when you request XSoft to develop custom reports that are outside the scope of the existing support/maintenance agreement. How these types of requests will be handled will be determined by a number of factors (e.g., man hours, purpose, frequency etc.).

- **extensive data extracts**
  The Software has a variety of tools available to users to minimize this type of situation. However, there may be times when you request XSoft to develop custom data extracts that are outside the scope of the existing support/maintenance agreement. How these types of requests will be handled will be determined by a number of factors (e.g., man hours, purpose, frequency etc.).

- **extensive review of compliance reports**
  As you well know, the DLGF and LSA require annual submission of data (i.e., compliance data). You have the ability to run such exports at your discretion through standard exports. However, it has been our experience that the aforementioned agencies often take issue with the data submitted. We understand that there will be a basic level of review that will need to take place in this situation; however there are many potential reasons for issues and degrees of issues. There could be situations whereby you request XSoft to go above and beyond what we consider to be "basic review". How these types of requests will be handled will be determined by a number of factors (e.g., man hours, type of issues etc.).

- **extensive office visits**
  We expect to see you on a regular basis (as described in "routine visits" above), however there are limits. We do not intend on providing an XSoft employee within your office on a daily basis.

- **"major" updates to the program**
  It is not uncommon for laws, administrative rules and generally accepted appraisal practices to change periodically. As a result, updates may be required of our program to meet such changes. If such changes are deemed to be "major" by XSoft, additional fees may be applied, as provided in paragraph 8(d) of this Work Plan.

- **scheduled updates to the program**
  Our vision of the Software includes a vast amount of functionality. Although the majority of functionality is included with the product you have purchased, we have a schedule for inclusion of other items over the next two to three years. Some of these items will be added with an additional fee.

- **additional integration**
  XSoft reserves the right to add additional fees for certain integration functions. This would include but not be limited to non-standard processes with Tax & Billing software, processes and maintenance of GIS integration, processes and maintenance of assessment data on the web, or any other items which required or will require use of XSoft resources including time, knowledge, processes or procedures that may not have already been applied.

- **data entry**
  Our support and maintenance agreement does not cover any data entry into the database. However, we are certainly willing to consider data entry projects for additional fees.

- **additional training**
  Under your purchase agreement you are entitled to a specific number of days of training. There may be situations where you request additional training above and beyond what is included.

- **special projects**
  There is potential for a wide variety of "special projects" that you may request of XSoft. We are certainly willing to consider any additional work that may be requested of us for additional fees.

The above lists may not include every possible scenario. We will look at every request on a case by case basis, considering all factors involved.

11. **Support/Maintenance Term.** XSoft's support services shall commence on the Go Live date when users can begin using the system with live data and shall continue for an initial period of twelve (12) months. The agreement for support services shall renew automatically for additional terms of twelve (12) months. Assessor may terminate support services with at least 30 calendar day's written notice to XSoft. XSoft must give six (6) months' notice of its intention not to continue support services. XSoft will reimburse the Assessor for unrealized support fees. As provided in 50 IAC 26-3-2, there is no reason to believe that XSoft will discontinue support of the current version and release within the succeeding twenty-four (24) month period. It is understood and agreed that XSoft reserves the right to increase its fee, not to exceed 5% per annum, unless otherwise noted in Schedule A, for support services by providing Assessor with written notice of same at least 60 calendar days prior to the expiration date of the initial term or any subsequent term.

12. **Assessor Actions Affecting Continuation of Services.** XSoft may provide new Versions of Software containing Compliance Update(s), Error Correction(s) and/or DLGF required technological upgrade(s) (hereinafter "Required Versions"). The Assessor understands and agrees that in the event that Assessor refuses such Required Versions, XSoft may be precluded from performing its duties or responsibilities under the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract. Assessor will be entitled to such Required Versions as long as Assessor is current in its payments for ongoing support/maintenance, subject to the provisions of paragraph 8(d) of this Work Plan. At no time will the Assessor be required to purchase Enhancements. In the event that Assessor refuses to accept Required Versions, XSoft reserves the right to terminate and discontinue support services upon thirty days' written notice. Termination and discontinuation in this limited situation whereby XSoft is precluded from performing support services shall not be considered a failure to continue to support for purposes of the laws of the State of Indiana or the Prescribed Contract, Exhibit A and any Addendum to the Prescribed Contract. During the term (initial or subsequent) in which termination and discontinuation occurs due to Assessor's refusal of Required Versions, XSoft shall refund pre-paid support service fees for the remaining months in which Assessor does not receive support. For example, If XSoft is paid for a twelve month period beginning January 1, 2018 and termination and discontinuation occurs March 1, 2018, the support

service fees shall be equally apportioned among each of the months from January 1, 2018 through December 31, 2018, and Assessor shall be entitled to a refund of support service fees for the months March through and including December, 2018.

13. **Exclusions.** The County understands and agrees that XSoft will not be responsible for any charges payable to any third party for providing XSoft with the data needed for the conversion process.

Schedule A:

Item	Comment	Cost/Fee
Software		
CAMA Licenses	Up to 6 Regular and 2 View only @16,500 Parcels	$112,000
Installation	Installed by XSoft, Inc. with minor assistance of county I/T staff	$1,000
Conversion	Conversion, testing, data review	$15,000
Training	2 full days	$5,000
WebExporter	Nightly data extract routine for 3rd party web hosting	$2,500
Ag Land Overlay	A tool that is used in conjunction with GIS providers to pass Ag land data to the CAMA system to eliminate data entry	$2,000
MS SQL Server 2008 or newer	It is our understanding that the county will provide this software	N/A
Net Total Fee	Includes licenses, discounts, installation, conversion, training, data integration with Tax/Billing and GIS – Web Exporter, Pictometry Integration, and Ag Land Overlay	$137,500
Annual Fee		
Beginning 1st Year	Includes support/maintenance of everything listed above (this is an annual fee in addition to the net total fee listed above)	$23,500

Other Fees		
Additional Services (non-technical)	Additional training, support not otherwise covered, and other non-technical services	$120 per hour
Additional Services (technical)	Additional programming, installations/set-up, conversions, and other technical services	$200 per hour
Additional Regular Licenses	Per license above the number listed above	Per License: $18000 Annual Fee: $3000
Additional View Licenses	Per license above the number listed above	Per License: $2000 Annual Fee: $500
Additional Tablets	Additional INcama Licenses required; hardware is up to the county to purchase separately	Per License: $3000 Annual Fee: $1000
Miscellaneous	Other out-of-pocket expenses (e.g., lodging) as necessary when "additional services" are being conducted on-site	Billed at Cost