

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

The attached Schedules numbered OR2012.001.03 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. OR2012.001 between TRTA Gov and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. – A THOMSON REUTERS BUSINESS 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	YAMHILL COUNTY, OR 535 NE 5th St. Room 42 McMinnville, OR 97128 ("Customer")
Attention: Matthew Henry – Lead Contract Administrator Telephone No.: 269.388.2633 Fax No.: 269.567.2930 E-mail Address: Matt.Henry@TR.com	Attention: Mr. Derrick Wharff - Assessor Telephone No.: 503.472.9371 ext. 3687 Fax No.: 503.434.7352 E-mail Address: WharffD@co.yamhill.or.us

The parties have executed these Schedules as of the dates set forth below their respective signatures.

TRTA GOV

By: *Matthew Henry*
(Signature)

Printed or Typed Name: **Matthew Henry**

Its: **Lead Contract Administrator**
(Title)

Date: **December 5, 2017**

Witnessed: _____
(Signature)

By: _____
(Printed or Typed Name)

YAMHILL COUNTY, OR

By: *[Signature]*
(Signature)

Its: **COMMISSIONER, CHAIR**
(Title)

Date: **12-7-17**

By: *[Signature]*
(Signature)

Its: **Commissioner**
(Title)

Date: **12-7-17**

By: *[Signature]*
(Signature)

Its: **Commissioner**
(Title)

Date: **12-7-17**

Witnessed: _____
(Signature)

Date: _____

SIGNATURE PAGE

Accepted by Yamhill County
Board of Commissioners on
12-7-17 by Board Order
17-494

Date: 11.21.2017 S.S.

SOFTWARE SCHEDULE FOR YAMHILL COUNTY, OR

Schedule No. OR2012.001.03 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. OR2012.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Comment
ProVal Pictometry Tab	1	\$ 1,500.00	\$ 1,500.00	
Total Software Fees:			\$ 1,500.00	

SOFTWARE USE RESTRICTIONS: Site license(s).

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

Date: 11.21.2017 S.S.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR YAMHILL COUNTY, OR
 Schedule No. OR2012.001.03 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. OR2012.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Quantity	Annual Price	Comments
ProVal Pictometry Tab	1	\$ 375.00	
Total Maintenance & Support Services Fees		\$ 375.00	

ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY TRTA GOV. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ONSITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the date of Go-Live and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: 11.21.2017 S.S.

PROFESSIONAL SERVICES SCHEDULE FOR YAMHILL COUNTY, OR

Schedule No. OR2012.001.03 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. OR2012.001 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
General Description of Services	Model Number	Days/ Quantity	Unit Price	One-Time Fees	Annual Fees	Completion Date
Installation, Set-Up, and Training	TRNG	24	\$ 200.00	\$ 4,800.00	N/A	TBD
Total Professional Services Fees:				\$ 4,800.00	\$ -	

BILLED AS USED HOURS:

- (1) Work will be performed at the request of Customer;
- (2) Work delivery will be conducted upon a mutually agreed-upon schedule;
- (3) Work will not be initiated until TRTA Gov and Customer have mutually agreed on a schedule, objectives and acceptance criteria.

CONVERSION: Manatron will provide conversion services to convert applicable data required to operate the new software from the Customer's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If it is not delivered in Manatron's prescribed format, then conversion will be billed at the then-current rate in effect plus travel-related expenses. Only data required for Manatron application software will be converted. Data maintained in any third-party software product (Fasport, word processing, spreadsheet, etc.) must be re-entered by the Customer.

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional and Consultation/Training Services fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with TRTA Gov's Professional and Consultation/Training Services.

ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: TRTA Gov shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional and Consultation/Training Services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) TRTA Gov recommends one (1) person per PC / terminal; and

Date: 11.21.2017 S.S.

SUMMARY SCHEDULE FOR YAMHILL COUNTY, OR

Schedule No. OR2012.001.03 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. OR2012.001 between TRTA Gov and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	\$ 1,500.00
PROFESSIONAL SERVICES (billed as used)	\$ 4,800.00
Total One-Time Fees - Plus Freight:	\$ 6,300.00

Payment Terms for One-Time Fees: TRTA Gov shall invoice Software Fees in accordance with the mutually agreed-upon billing milestones. Professional Services Fees are due and payable after TRTA Gov performs such services in accordance with TRTA Gov's invoice(s) that shall be sent to the Customer. All invoices are due within 30 days of receipt.

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by TRTA Gov, excluding any taxes based upon TRTA Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TRTA Gov.

ONGOING FEES	
Description	Annual Price
SOFTWARE SUPPORT SERVICES	\$ 375.00
Total Ongoing Fees:	\$ 375.00

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8.2 of the Master Agreement. All invoices are due within 30 days of receipt.

Date: 11.21.2017 S.S.

DELIVERABLE ACCEPTANCE STATEMENT FOR YAMHILL COUNTY, OREGON

Deliverable Acceptance Statement ("DAS") for Schedules OR2012.001.03

PURPOSE: The purpose of this DAS is for Customer to sign off on the outputs specified below and to accept billing.

OUTPUTS:

The following ProVal Pictometry Tab Installation, Set-Up, and Training hours were provided on the date or dates listed below:

TRTA Gov has provided any services specified in the Schedules.

Installation, Set-Up, and Training Date(s): _____

RESPONSE PERIOD: The Customer response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

SIGNATURES: We, the undersigned, agree that the above items are complete, and that under the conditions of the Schedules and Master Agreement, Customer will be billed for \$200.00/Hour X _____ hours = \$ _____ Total upon signing this DAS. It is agreed that this project is complete.

TRTA Gov	Customer
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

DELIVERABLE ACCEPTANCE STATEMENT FOR YAMHILL COUNTY, OREGON

Deliverable Acceptance Statement ("DAS") for Schedules OR2012.001.03

PURPOSE: The purpose of this DAS is for Customer to sign off on the outputs specified below and to accept billing.

OUTPUTS:

The ProVal Pictometry Tab functionality is live on Customer's system;

TRTA Gov has provided any services specified in the Schedules.

GO-LIVE DATE: _____

RESPONSE PERIOD: The Customer response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt any remaining deliverables for further review.

SIGNATURES: We, the undersigned, agree that the above items are complete, and that under the conditions of the Schedules and Master Agreement, Customer will be billed for the One-Time Fees Software License Fees \$1,500.00 and the first-year Ongoing Fees \$375.00 upon signing this DAS. It is agreed that the Ascend portion of the project is complete.

TRTA Gov	Customer
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

B.O. 17-494