PROPERTY INFO	**Customer:**	**Webb County**		
	Customer Address:	110 VICTORIA STE 201 LAREDO, TX 78040	**Agreement Effective Date:**	**GO LIVE DATE**
	Customer Number:	County Clerk's Office	**Agreement Expiration Date:**	**60 months from GO LIVE DATE**
	Sales Representative:	Peter Duffy	**Agreement Number:**	

MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This **Master Software License and Services Agreement** (the "Agreement") is entered as of the Effective Date above by and between PropertyInfo Corporation, ("PropertyInfo"), a Texas corporation, having offices located at 5730 Northwest Parkway, Suite 100, San Antonio, Texas 78249 and the person or entity named above ("Customer"), having its principal offices as stated above. PropertyInfo and Customer are sometimes referred to in this Agreement collectively as the "Parties" and individually as a "Party".

TERMS AND CONDITIONS

SECTION 1.00. DEFINITIONS. The following capitalized terms used herein shall have the respective meanings set forth below:

Access Credentials shall mean the unique identification number and/or passwords provided to or selected by Customer, as such may be changed from time to time.

Approved User(s) shall mean Customer's employees or third parties that Customer authorizes to use the Services.

County shall mean a body corporate and politic of which Customer is a part.

Customer Data shall mean data and/or images owned or licensed by Customer or its Approved Users.

Customer Database shall mean one or more databases containing Customer Data.

PropertyInfo Database shall mean one or more databases containing data owned or licensed by PropertyInfo.

PropertyInfoWebsite shall mean http://gov.propertyinfo.com/ or such other website as PropertyInfo shall designate from time to time.

Privacy Policy shall mean the privacy statement applicable to use of the Website posted on the Website as may be modified from time to time.

Services shall mean the products and/or services set forth on one or more Service Orders and incorporated herein, including access to and use of the Software, PropertyInfo Database, and Website.

Service Order shall mean one or more orders for specific Services, including the terms, conditions, and fees for such Services, each of which incorporates the terms and conditions of this Agreement.

Service Website shall mean one or more websites as PropertyInfo shall designate from time to time, other than the PropertyInfo Website, and set forth in a Service Order.

Software shall mean the software and documentation set forth on the applicable Service Order.

Statement of Work ("SOW") shall mean the addendum to a Service Order which may set forth a more detailed description of the Services, as well as workflow, documentation, implementation services, custom integration development services, or other related professional services provided by PropertyInfo.

System shall mean components and related services provided by PropertyInfo as more fully described in a Service Order.

Terms of Use shall mean the terms and conditions of use of the Website posted on the Website as may be modified from time to time.

Website shall mean the PropertyInfo Website and the Service Website.

SECTION 2.00. SERVICES.

2.01. Non-exclusivity; Service Orders. PropertyInfo agrees to provide Services on a non-exclusive basis to Customer, and Customer agrees to accept and pay for Services in accordance with the Agreement. Customer may enter into one or more Service Orders with PropertyInfo under this Agreement. Each Service Order shall identify this Agreement and be subject to all terms and conditions of this Agreement. In the event of a conflict between the Service Order and this Agreement, the terms of this Agreement shall prevail, unless this Agreement expressly states contrary terms may be specified in the Service Order.

2.02. Additional Services. Additional Services, including, but not limited to hardware, software, electronic filing, support, programming, paper and microfilm conversion, data warehousing, and data entry (indexing) services may be licensed or obtained from PropertyInfo by referencing this Agreement, and by the execution of a Service Order specifying the Services to be provided and the prices related thereto. Additionally, at the discretion of Customer, any agency, authority, or elected office of the County may license, lease or procure Services from PropertyInfo under this Agreement.

SECTION 3.00. USE OF SERVICES.

3.01. License Rights. Subject to the terms and conditions of this Agreement, PropertyInfo grants Customer the right and license to use the Software, Website, and PropertyInfo Databases, each on a non-exclusive, non-transferable, limited, revocable basis solely for Customer's internal business use, unless otherwise specified in the applicable Service Order ("Additional Permitted Uses"). In the event any Services include use of the Customer Data, then Customer grants PropertyInfo access to and use of the Customer Data on a non-exclusive, royalty free, non-transferable basis solely for PropertyInfo's provision of Services to Customer hereunder, the development of internal

measurements useful for PropertyInfo, the provision of services to customers of Customer, or as otherwise provided herein.

3.02. General Restrictions. With regard to the Services, and except as otherwise set forth herein, Customer shall not, and shall not allow any third party to: (a) allow any third party except an Approved User to have access to or use of the Services; (b) modify, alter, enhance, reproduce, or prepare any derivative works of any part of the Services; (c) sublicense, transfer, assign, share, rent, lease, or otherwise convey any right with respect to the Services; (d) reverse engineer, decompile, translate, disassemble, or otherwise attempt to discover any source code for the Services; (e) remove, modify, minimize, obscure or block any copyright or other proprietary notices or logos of PropertyInfo or its suppliers contained in the Services; (f) take any action or omit to take any action that would violate any local, state, or federal law or regulation, including any privacy laws; (g) use the Services in any fraudulent, tortuous, malicious, illegal, or negligent manner; (h) take any steps to avoid, study, or defeat the purpose of security measures associated therewith; (i) introduce any virus or other code or routine intended to disrupt, monopolize, alter, damage, delete, or interfere with the Services; (j) flood the Website, through coded input or physical actions, with input that does not further a legitimate business purpose or use of the Website or Services; or (k) otherwise use the Services in any manner that threatens the integrity, performance, or availability of Services or of services to other PropertyInfo customers.

3.03. PropertyInfo Website Terms of Use and Privacy Policy. Customer understands and expressly agrees that Customer's uses of the Services accessed by or through the Website are subject to and conditioned upon Customer's compliance with the "Terms of Use" and "Privacy Policy" on such Website. PropertyInfo reserves the right to change the Terms of Use and Privacy Policy on its own Website from time to time and PropertyInfo will notify Customer of such changes. Continued use of the Services after changes to the Terms of Use and/or Privacy Policy shall be deemed acceptance of the changes by Customer. In the case of conflict between this Agreement and the Terms of Use or Privacy Policy of the Website, the Website shall control.

3.04. Access to Services. Unless otherwise agreed to in a Service Order, Customer and its Approved Users are solely responsible for providing, installing, and maintaining at their sole expense all supplies, equipment, facilities, and services necessary to access and use the Services, including, without limitation, all computer hardware and third party software, modems, printers, telephone service, and Internet access. Access to and performance of the Services may be adversely affected by Customer's or its Approved User's computer systems or Internet bandwidth.

3.05. Account Access. PropertyInfo shall provide Customer with Access Credentials to enable Customer and its Approved Users to access the Services. Customer assumes and has full responsibility and liability for use and security of all such Access Credentials and shall immediately notify PropertyInfo in the event of any loss, theft, or unauthorized disclosure or use thereof. All interconnectivity by Customer and its Approved Users to the computing systems and/or networks of PropertyInfo, and all attempts at such interconnectivity, shall be only through the security gateways/firewalls of PropertyInfo.

3.06. Service Availability of Website. Unless otherwise set forth on a Service Order as to a specific Website, PropertyInfo shall use commercially reasonable efforts to maintain availability of the Website twenty-four (24) hours per day, seven (7) days per week. However, scheduled and unscheduled interruptions may occur, and PropertyInfo does not warrant or guarantee that availability will be uninterrupted. Unless another maintenance period is applicable to a specific Website and set forth on a Service Order, PropertyInfo's scheduled maintenance period is Sunday 6:00 a.m. to 12:00 p.m. CT/CST and Thursday, 12:00 a.m. to 5:00 a.m. CT/CST (excluding the last Sunday and Thursday of the month, respectively). PropertyInfo may change its scheduled maintenance period with notice to Customer. In the event that an unscheduled interruption occurs, PropertyInfo shall use the resources that it deems appropriate to resolve the problem and restore the Website availability as soon as commercially reasonable.

3.07. Security. Customer acknowledges that security breaches are an inherent risk of doing business on the Internet. In particular, third parties may unlawfully intercept or access private communications of the Parties or the PropertyInfo Database. PropertyInfo does not warrant or represent that information communicated to or from the PropertyInfo Database will be free from tampering, interception, interference, or destruction by third parties.

SECTION 4.00. WARRANTY. During the term of this Agreement and subject to Customer's compliance with the terms of this Agreement and any applicable Service Orders, if PropertyInfo's Services include Software, PropertyInfo warrants that the Software will function substantially in accordance with the applicable Service Order.

SECTION 5.00. INTELLECTUAL PROPERTY. All title and intellectual property rights in and to the Website, PropertyInfo Databases, and Services are owned by PropertyInfo and/or its licensors. This Agreement grants Customer or any third party no rights to the Services, PropertyInfo Databases, or any such intellectual property except for the limited rights expressly granted herein. All title and intellectually property rights in and to the Customer Data is owned by the Customer and its Approved Users.

SECTION 6.00. FEES; PAYMENT; TAXES.

6.01. Fees. Customer agrees to pay PropertyInfo the fees for Services as set forth in an applicable Service Order. Unless otherwise set forth on a Service Order, fees are subject to change with sixty (60) days written notice to Customer. If the revised fees are unacceptable, Customer shall notify PropertyInfo in writing within such sixty (60) day period of its intent to terminate this Agreement or the revised fees shall be deemed accepted by Customer.

6.02. Payment. Unless otherwise set forth on the applicable Service Order, all fees due to PropertyInfo pursuant to this Agreement shall be billed monthly and are payable within thirty (30) days of the date of the invoice. Unless Customer advises PropertyInfo in writing within sixty (60) days of the date of the invoice of a good faith billing dispute, then all invoices as to Customer billing issues shall be considered final. If Customer, in good faith, disputes any part of an invoice, Customer shall notify PropertyInfo in writing and shall pay the undisputed amount in accordance with the terms of this Section and PropertyInfo will invoice Customer for the undisputed amount. The Parties shall cooperate in good faith to resolve such disputed amounts in a timely manner. Customer agrees to pay PropertyInfo interest on any undisputed past due amount at the lesser of: the highest rate permitted by applicable law or twelve percent (12%) per annum

from the due date until the date PropertyInfo receives the fees. Failure to pay the fee as agreed shall give PropertyInfo the option to suspend all or any portion of the Services until all fees are paid current or terminate the Agreement and demand payment for the remainder of term of this Agreement as liquidated damages. Customer shall pay all collection expenses, including, but not limited to, attorney's fees and court costs. Insufficient funds checks are subject to a $25.00 collection fee, if permitted by law.

6.03. Taxes. Customer represents and warrants to PropertyInfo that it is a tax exempt entity.

SECTION 7.00. TERM; SUSPENSION; TERMINATION; RENEWAL

7.01. Term. Unless terminated earlier as provided below, this Agreement shall commence on the Effective Date and shall continue through the termination date of the last outstanding Service Order. Service Orders shall contain a Service Order Effective Date, as defined therein, which may be different than the Effective Date above, and which shall control as to the Services set forth in such Service Order. If the Customer has more than one (1) active Service Order, a termination of one (1) Service Order shall not automatically terminate this Agreement or any other active Service Order. This Agreement and any Service Order may be renewed for annual periods upon mutual agreement of the Parties.

7.02. Suspension of Access to Services; Termination.

7.02.01. Database Issues. In the event PropertyInfo suspects that the Services have been or are anticipated to be compromised ("Database Issue"), PropertyInfo may, without liability to any person or entity and with or without notice to Customer or Approved Users, temporarily suspend or cease to provide or restrict access to the Services until the Database Issue is resolved.

7.02.02. Suspension of Rights of Use. In the event Customer or an Approved User is in breach of Section 3.00, 4.00, or 7.00, or subsection 6.02 of this Agreement, PropertyInfo may immediately suspend Customer's and Approved Users' access to and utilization of the Services until Customer provides PropertyInfo with documented evidence, satisfactory to PropertyInfo, of Customer's compliance with such Section(s). Notwithstanding any other provisions of this Agreement, if Customer fails to provide such documentary evidence within thirty (30) days of PropertyInfo's notification to Customer of such suspended access, or fails to cure such breach, PropertyInfo may terminate this Agreement without further notice or cure opportunities.

7.02.03. Termination. In addition to Section 7.02.02, this Agreement may be terminated (i) upon mutual agreement by the Parties; (ii) by a Party upon written notice in the event the other Party is in breach of any obligation under this Agreement, subject to a thirty (30) day opportunity to cure; or (iii) by a Party in the event the other Party (a) files for bankruptcy, (b) makes a general assignment for the benefit of creditors; or (c) a general receiver or trustee is appointed over such Party, each subject to a thirty (30) day opportunity to cure. This Agreement shall be terminated upon failure of County to appropriate sufficient funds to satisfy its obligations hereunder. County shall endeavor to give reasonable notice to PropertyInfo should it appear appropriations are not forthcoming for any subsequent County budget year. This Agreement shall not terminate if funding is appropriated for any other agreement whereby the Customer receives the same or similar services from another party or the Customer uses funding itself to perform such services.

7.03. Conversion of Customer Data. All Customer Data collected and stored on a PropertyInfo Database shall remain the property of Customer, although PropertyInfo is granted a license to use such Customer Data for the sole purpose of performing its obligations under this Agreement. Upon the termination of this Agreement, PropertyInfo shall provide Customer or its agents with the necessary information to determine the index file record layout, the graphics file header layout, and such other information as may be needed to allow the Customer to continue use of the Customer Data outside of the Services or to convert the Customer Data to another vendor's system as long as Customer is current in its payment of fees owed for Services.

7.04. Survival. Sections 5.00, 6.00, 7.00, 8.00, 9.00, and 10.00 will survive the termination or expiration of this Agreement for any reason.

SECTION 8.00. CONFIDENTIALITY. Each Party agrees that it shall hold all confidential information disclosed to it by the other Party in strict confidence and, shall not, without the prior written consent of the Party disclosing or delivering the confidential information, disclose such confidential information to any third party other than its employees, contractors, or consultants as may be reasonably necessary for purposes of performing such Party's duties hereunder. Confidential information shall include, but not be limited to, the term, conditions, and fees set forth in this Agreement. PropertyInfo shall not be required to keep confidential any concepts, techniques, or abilities ("Suggestions") relating to any aspect of the Services that are submitted to PropertyInfo by Customer or its Approved Users or are developed during the course of this Agreement by PropertyInfo, whether developed alone or in conjunction with Customer or its Approved Users. All such Suggestions shall be the exclusive property of PropertyInfo. The Parties recognize that the disclosure of confidential information would cause irreparable injury. For that reason, in the event of a breach of any of the covenants or representations hereof, the injured Party shall be entitled to injunctive relief in addition to any other remedy, including claims for damages and attorneys' fees that it might otherwise have. Notwithstanding the foregoing, each Party will handle nonpublic personal information about a consumer or customer of the other Party in compliance with the requirements of the Gramm-Leach-Bliley Act (15 U.S.C. Sections 6801-6805) and the regulations promulgated thereunder. Unless otherwise provided herein, confidential information does not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the receiving Party; (ii) is disclosed to the receiving Party by a third party having no known obligation of confidentiality with respect thereto; (iii) was known to the receiving Party prior to the date of disclosure, or (iv) is developed by the receiving Party without use of the confidential information, or (v) or subject to the applicable State freedom of information act, excluding trade secrets.

SECTION 9.00. INDEMNITY; LIMITS; DISCLAIMERS.

9.01. Indemnification by PropertyInfo. Except as limited herein, PropertyInfo agrees to defend and indemnify Customer from and against any and all loss, cost, and expense arising from or relating to (a) any claim made by an unaffiliated third party that the Services infringe any United States Intellectual Property rights of a third party.

9.02. Indemnification. Neither party to this agreement shall be responsible for liability incurred as a result of the other party's

acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

9.03. Limitations of Liability; Warranties Disclaimer.

(a) CERTAIN SERVICES AND PROPERTYINFO DATABASES CONTAIN DATA GATHERED AND/OR DEVELOPED FROM PUBLIC SOURCES AND PRIVATE RECORDS PURCHASED OR LICENSED BY PROPERTYINFO AND IS BELIEVED TO BE RELIABLE, BUT IS NOT GUARANTEED TO BE CORRECT, ACCURATE, COMPLETE, OR FREE FROM ERROR BY PROPERTYINFO OR ITS SUPPLIERS.

(b) CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND ACCEPTS THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND ITS ATTACHMENTS: (i) PROPERTYINFO MAKES NO WARRANTIES, EXPRESS, IMPLIED, WITH RESPECT TO ANY MATTER ARISING UNDER THIS AGREEMENT OR AS TO THE SERVICES, OR CUSTOMER'S USE OF SAME, (ii) THE SERVICES ARE PROVIDED BY PROPERTYINFO ON AN "AS IS" BASIS AT CUSTOMER'S SOLE RISK, (iii) CUSTOMER IS RESPONSIBLE FOR ALL CONVERSION OF CUSTOMER DATA FOR USE WITH ANY DATABASE, (iv) PROPERTYINFO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, (v) PROPERTYINFO MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SERVICES IN ANY JURISDICTION OR STATE (vi) PROPERTYINFO DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE SERVICES OR CUSTOMER DATA, WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE, (vii) PROPERTYINFO HAS NO LIABILITY, CONTINGENT OR OTHERWISE, TO CUSTOMER OR TO ANY THIRD PARTY FOR THE ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF THE SERVICES, OR FOR DELAYS OR OMISSIONS THEREIN, AND (viii) PROPERTYINFO ALSO DOES NOT WARRANT THAT ACCESS TO THE SERVICE, THE PROPERTYINFO DATABASE OR CUSTOMER DATABASE SHALL BE UNINTERRUPTED OR ABSOLUTELY SECURE. CUSTOMER WARRANTS AND REPRESENTS THAT IT IS NOT RELYING UPON ANY ADDITIONAL REPRESENTATIONS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT AND ITS ATTACHMENTS.

(c) NEITHER PROPERTYINFO NOR CUSTOMER NOR ANY OF THEIR AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES.

(d) PROPERTYINFO'S MAXIMUM, AGGREGATE LIABILITY FOR DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR ANY SERVICE ORDER, WHETHER BASED ON NEGLIGENCE, TORT, INTENTIONAL MISCONDUCT, STRICT LIABILITY, CONTRACT, OR OTHERWISE, EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE OR PROPERTYINFO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO PROPERTYINFO DURING THE THREE (3) MONTHS PRIOR TO THE EVENT ALLEGEDLY GIVING RISE TO THE CLAIM. SOME STATES OR JURISDICTIONS DO NOT ALLOW DISCLAIMER OR LIMITATION ON DURATION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. CUSTOMER MAY HAVE OTHER LEGAL RIGHTS. CUSTOMER ACKNOWLEDGES THAT IF IT DID NOT ACCEPT THIS LIMITATION OF LIABILITY, AS PROVIDED IN THIS AGREEMENT, THE FEES TO ACQUIRE THE SERVICES WOULD BE SUBSTANTIALLY HIGHER THAN THE FEES DESCRIBED ON ANY SERVICE ORDER; THEREFORE CUSTOMER HAS RECEIVED A DIRECT ECONOMIC BENEFIT AS A RESULT OF ACCEPTING SUCH LIMITATION OF LIABILITY.

9.04. Exclusive Remedies. The rights of each Party to indemnification under this Section 9 shall be exclusive and shall be in lieu of all other rights and remedies to which such Party may be entitled to pursue at law or in equity. Each Party shall use commercially reasonable efforts to mitigate its losses.

9.05. Limitation Period. To the full extent permitted by applicable law, this Agreement shall be subject to a contractually agreed two (2) year statute of limitations.

9.06. Allocation of Risk. The Parties understand and agree that, to the extent permitted by applicable law, the foregoing exclusions and limitations of liability represent the Parties' agreement as to allocation of risk between them in connection with their respective obligations under this Agreement.

SECTION 10.00. GENERAL PROVISIONS

10.01. General. This Agreement, including the Service Orders, Terms of Use, Privacy Policy and all exhibits and schedules hereto: (a) shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles and any action brought hereunder shall be brought exclusively in Bexar County, Texas; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof, except that the terms of any agreement regarding confidential information of the Parties shall be deemed to be a part of this Agreement; (c) is not for the benefit of any third party; (d) may not be amended except by a written instrument signed by both Customer and PropertyInfo; (e) may not be assigned by Customer without PropertyInfo's prior written consent; (f) may be assigned to an affiliate of PropertyInfo without consent from Customer; (g) shall be binding upon any permitted assignees (h) is the product of negotiation between the Parties; (i) shall not be deemed to have been drafted by either Party; (j) may be executed in multiple counterparts, all of the same Agreement which when taken together shall constitute one and the same instrument; (k) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (l) does not make either Party the agent, fiduciary, employee-employer, franchisee or partner of the other; (m) does not grant either Party any authority to bind the other to any legal obligation; (n) does not intend to nor grant any rights to any third party; (o) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either Party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity; and (p) if there is a conflict between or among the provisions of this Agreement, the Service Orders and the SOW's

and/or exhibits incorporated herein, or any of the other items prepared by any of the Parties hereto, except as expressly set forth herein, this Agreement shall take precedence over the Service Orders and the Service Orders shall take precedence over the SOW. The SOW shall take priority over any exhibits.

10.02. Force Majeure. Neither Party shall be liable in any way for any delay, failure in performance, loss, cost, expense, or damage arising out of or relating to any cause beyond such Party's reasonable control, including but not limited to, interruptions, omissions, malfunctions, delays, or errors of any communication system, telecommunication or similar carrier, operational or computer system, or access thereto which would have an impact on the Customer's access to or PropertyInfo's delivery of the Services.

10.03. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT.

10.04. Press Releases. Each Party shall submit to the other Party, for its prior written approval, which shall not be unreasonably withheld, any press release or any other similar public statement regarding the transactions contemplated hereunder or this Agreement.

10.05. Marketing. Except as otherwise provided herein, each Party is prohibited, without the prior written consent of the owning Party, from using any of such Party's name, trade name, trademark, or other designation in advertising, publicity, promotion, marketing, or other similar activity. Notwithstanding the foregoing, PropertyInfo may identify Customer on a customer list or similar customer presentation.

10.06. Notices. Any notice provided pursuant to this Agreement shall be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the Parties at the addresses set forth above (or such other address as either Party may in the future specify in writing to the other).

10.07. Subcontract Services. PropertyInfo shall have the right, in its sole discretion, to subcontract with any third party, including any PropertyInfo affiliate, at any time for any part of the Services.

10.08. Supplies. Customer will supply it own expendable supplies, including, but not limited to, printer paper and manufacturer required consumables and laser printer toner.

10.09. Document Retention. The Parties agree that an electronic copy of this Agreement shall serve as an original for all intents and purposes and is enforceable to the same extent as the original paper Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date above.

PROPERTYINFO CORPORATION							
By:				By:			
KYLE CHANEY Senior Vice President 5730 Northwest Parkway, Suite 100 San Antonio, TX 78249							
Notices: Address above				**Notices:** Address above			
Telephone:	(210) 477-3700	Telephone:	(210) 477-4101	Telephone:		Telephone:	
E-Mail:	kyle.chaney@PropertyInfo.com			E-Mail:			

By:				By:			
Tano E. Tijerina Webb County Judge				Margie Ramirez Ibarra Webb County Clerk			
Notices: Address above				**Notices:** Address above			
Telephone:		Telephone:		Telephone:		Telephone:	
E-Mail:				E-Mail:			

ATTEST:

Honorable Margie Ramirez Ibarra,
Webb County Clerk

APPROVED AS TO FORM:

Honorable Marco A. Montemayor
Webb County Attorney

***By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

PROPERTYINFO CORPORATION
5730 Northwest Parkway, Suite 100, San Antonio, Texas 78249

SERVICE ORDER NO. 01

PROPERTYINFO COUNTYFUSION™

Customer Name:	**WEBB COUNTY TEXAS**		
Master Customer License Agreement Number:		**Sales Representative:**	Peter Duffy
Software License Fee Term:	EXECUTION DATE THROUGH SERVICE ORDER EXPIRATION DATE	**Service Order Expiration Date:**	5 years from "Go Live" date

This Service Order and attached proposal is subject to and incorporated into the Master Software License and Services Agreement by and between PropertyInfo Corporation, and the Customer named above ("License Agreement") as of the Service Order Effective Date above. The terms and conditions of the License Agreement are incorporated in this Service Order by reference for all intents and purposes. In the event of conflict between the terms of the License Agreement and this Service Order, the terms and conditions of the License Agreement will control, unless the License Agreement expressly states that the Service Order will control as to that term or condition. Capitalized terms not defined herein have the meaning set forth in the License Agreement.

1	**SERVICES:**			
	A	**PropertyInfo CountyFusion™ System**: The PropertyInfo CountyFusion™ System is a recordation and document and court case management system that receives and accounts for instrument recording fees and scans, indexes, stores and retrieves Official Public Records (OPR), Vital Records and Court Case Management Records and support for eRecording and eFiling. PropertyInfo is providing Customer with the PropertyInfo CountyFusion™ System during the term of this Service Order which consists of the Software, installation, training, maintenance and support services. "No. of Licenses" listed below represent the number of servers and workstations to be installed during initial implementation. PropertyInfo is providing Customer with CountyFusion™ Software Site License for future growth. PropertyInfo may charge for install and training if needed.		
		The PropertyInfo CountyFusion™ System includes the following propriety Software:		
		(1)	Department Licensing	
		(2)	OPR	
		(3)	Vitals Records (Birth, Death and Marriage Licensing)	
	N/A	(4)	Court Case Management Records	
		(5)	Public Search Portal	
		(6)	Private Labeled Web Based Public Search	
		(7)	County Portal Access/Inquiry	
		(8)	Web Hosting	
		(9)	Integration of Systems	
		(10)	Cashiering	
		(11)	Indexing	
		(12)	Imaging / Batch Scanning	
		(13)	Tailored Reporting	
		(14)	OCR/ICR Auto Indexing	
		(15)	Redaction	
		(16)	eRecording	
	N/A	(17)	eFiling	
		(18)	FraudSleuth	
	N/A	(19)	Commissioners' Court Minutes	
		(20)	Disaster Recovery & Redundancy	
	B	**Legacy System Image/Index Conversion/Normalization**		
	C	**Maintenance and Support Services**: PropertyInfo shall provide those services set forth in Section 8 below.		

	D	Hardware and Third Party Software: Customer will provide Hardware and may utilize existing Hardware if PropertyInfo confirms specifications will support CountyFusion™ software. PropertyInfo may provide certain Hardware and/or third Party Software necessary to run the CountyFusion system for client.			
2	**ADDITIONAL DEFINITIONS FOR THIS SERVICE ORDER:**				
	A	**Go Live Date** shall mean the date that PropertyInfo has fully installed and tested the System and Customer has successfully processed a document through the System.			
	B	**Level 1 Technical Support** shall mean technical support services for all non-outage system issues.			
	C	**Level 2 Technical Support** shall mean technical support services for system outages that render the PropertyInfo CountyFusion™ System unable for County access.			
	D	**Software** shall mean the PropertyInfo CountyFusion™ software, including all licensed modules identified in Section 1 above.			
	E	**System** shall mean the Software and related services identified herein.			
	F	**Hardware and Third Party Software** shall mean the hardware and software owned by third parties and licensed to Customer for which PropertyInfo shall have responsibility to maintain and support under this Service Order, the License Agreement or otherwise. PropertyInfo is only responsible for Hardware and/or Third Party Software support and maintenance on Hardware and/or Third Party Software provided by PropertyInfo under this agreement.			
3	**TERM OF SERVICE ORDER:**				
	Beginning at "Go Live" and continuing for five (5) years after the "Go Live Date".				
4	**FEES**				
	A	**PropertyInfo CountyFusion™ System:**		**Cost**	**Sales Tax – if applicable**
		(1)	Software License Fee	$89,925	
		(2)	Conversion Services • Data & Image Conversion from current system • Detailed analysis, quality controls and exception reporting and planning • Replication and data/images to data center	$26,978	
		(3)	Implementation & Training Service • Training • On-going Support • Project Plan • Software Configuration	$35,970	
		(4)	CountyFusion Public Portal Usage & Setup • Private Labeled Web Based Public Search • County Portal Access/Inquiry • Web Hosting • eProcessing (payments via Web) • Credit Card payments processed by PIC	$1,500/setup fee $2.00/per transaction paid by user	
		Total PropertyInfo CountyFusion™ System cost:		**$154,373**	
	B	**Annual Software & hardware Maintenance Costs**			
		(1)	1st Year	$35,970	
		(2)	2nd Year	$35,970	
		(3)	3rd Year	$35,970	
		(4)	4th Year	$35,970	
		(5)	5th Year	$35,970	
		Total Annual Maintenance Costs and Taxes:		**$179,850**	
	C	**Hardware & Third Party Software Costs**			
5	**PAYMENT**				
			50% due at contract execution **50% due at "Go Live"** **2nd thru 5th years maintenance due on anniversary date**	**$95,171.50** **$95,171.50** **$35,970/ yr**	
6	**CUSTOMER BILLING ADDRESS:**				
	Street			Contact	

	City and State				Telephone:		
	Zip Code				e-Mail:		
7	**ADDITIONAL TERMS:**						
	A	**Additional Restrictions:**					
		(1)	No resell or sublicensing of Software or PropertyInfo owned Third Party Software				
	B	**Customer Obligations:**					
		(1)	*Notification*. Customer will immediately notify PropertyInfo of any problem associated with any part of or function of the System.				
		(2)	*Limited Access*. Customer will use its best efforts to ensure the System is accessed and used for the purposes intended pursuant to this Service Order and the License Agreement and no other.				
		(3)	*Assistance*. Customer will work with PropertyInfo to help diagnose and resolve hardware, 3rd party software, and system issues.				
8	**MAINTENANCE AND TECHNICAL SUPPORT:**						
	A	**Software Support:** PropertyInfo shall provide Software support during the Term of this Service Order to include:					
		(1)	Standard software maintenance consists of maintaining the status quo of the Software package, including bug fixes, enhancements to existing features and functionality, performance improvements for the software, and modifications to comply with current and future legislative requirements with solutions deemed appropriate by PropertyInfo. Major enhancements would be new functionality or modules which the software does not currently perform. Major enhancements, as determined by PropertyInfo, are subject to additional costs to be agreed to by the Parties.				
		(2)	If the Software fails to perform according to the specifications set forth on Exhibit A, Application Software Functional Specifications, PropertyInfo will modify the Software without cost to Customer to meet the specifications identified therein.				
	B	**Technical Support:**					
		(1)	On-site and Telephone Customer Support Hours: Standard Hours: 7:00 am to 7:00 pm CT/CST, Monday through Friday, except for PropertyInfo holidays.				
		(2)	Service Level Agreement ("SLA"):				
			Level 1	PropertyInfo will respond via telephone during Standard Hours within one (1) hour of receipt of service calls placed through the PropertyInfo provided toll-free number and within four (4) hours to requests submitted by email. PropertyInfo shall make every reasonable attempt to perform repairs as soon as practicable and provide at least four (4) hour resolution to any application procedure issue.			
			Level 2	PropertyInfo will respond via telephone during Standard Hours within one (1) hour of receipt of service calls. PropertyInfo shall make every reasonable attempt to perform repairs the same day of the response.			
9	**INSTALLATION/TRAINING:**						
	A	**Installation:**					
		No. of Days:	3	No. of Trainers:	2	Installation Costs:	See 4 above
	B	**Training:**					
		No. of Days:	5	No. of Trainers:	2	Initial Training Costs:	See 4 above
	C	**Post Installation Support:**					
		No. of Days	5	No. of Trainers:	2	Post-Installation Support Costs:	See 4 above
	Number of Personnel and Task Days listed are "not to exceed" totals and may not match the implementation schedule.						
10	**HARDWARE, THIRD PARTY SOFTWARE, AND TECHNICAL REQUIREMENTS:**						
		Customer to supply hardware and 3rd party software with the exception of the following:					
			Pricing included in Section 4				
	A	**Technical and Hardware Requirements (Customer's Obligations):**					
		(1)	Customer will maintain the System in Customer's facility at the site of its original installation in an industry standard technology environment, including, but not limited to, adequate and continuous power supply and cooling. In the event of emergency, Customer will provide PropertyInfo notice upon realization of necessity to move system. Should Customer choose to move system for preference or convenience, Customer will provide 15 days' notice. Customer and PropertyInfo will collaborate on such actions. Should the support requirements exceed the level of service described in Section 8, PropertyInfo Personnel Service Fees will apply				
		(2)	In order to provide access to the Internet, county agencies, e-mail, and courts, Customer will provide PropertyInfo with access to and/or integration with the existing Customer domain structure or a trust relationship will need to be created between the Customer's existing domain and the new Customer				

			clerk's domain, if a separate domain is deemed appropriate. The Parties will ensure cooperation between the Customer's IT support staff and PropertyInfo's IT support staff to accomplish mutual goals.
		(3)	Hardware warranties, repairs, upgrades and replacement: PropertyInfo will be responsible for all costs associated with maintaining Hardware manufacturer warranties, repairs, upgrades and replacement when required for the equipment purchased through PropertyInfo.
		(4)	The County will also be responsible to provide a DSL internet connection (512K or better).
	B	**Consumables.** Customer has the sole responsibility and cost for all supplies including, but not limited to, paper, printer ribbons, ink, or toner, back-up tapes, etc.	
11	**SERVICE WEBSITE AND SERVICE WEBSITE AVAILABILITY:**		
12	**OTHER PROFESSIONAL SERVICES:**		
	• OPTIONAL: Microfilm creation will be charged based on actual # of images processed $0.04/per image & $35.00/ per roll of raw film		
13	**OTHER PROVISIONS:**		

PROPERTYINFO CORPORATION

By: _____
KYLE CHANEY
Senior Vice President

Dated: 1/12/16

WEBB COUNTY

BY: _____
Tano E. Tijerina
Webb County Judge

DATED: _____

BY: _____
Margie Ramirez Ibarra
Webb County Clerk

DATED: 1-25-2016

ATTEST:

Honorable Margie Ramirez Ibarra,
Webb County Clerk

APPROVED AS TO FORM:

Honorable Marco A. Montemayor
Webb County Attorney

***By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**