

ADDENDUM NO. 1
TO STATEMENT OF WORK TX091613WC
BETWEEN MANATRON AND
WILLIAMSON COUNTY, TEXAS

The underlying Statement of Work TX091613WC, "Upgrade to GRM Recorder," (the "SOW") between Manatron, Inc. – a Thomson Reuters Business ("Manatron") and Williamson County, Texas (the "County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No.

1. As amended, the SOW shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the SOW. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the SOW and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** The County may terminate the SOW for convenience and without cause or further liability upon thirty (30) days written notice to Manatron. In the event of such termination, it is understood and agreed that only the amounts due to Manatron for goods, commodities, and/or services provided and expenses incurred to and including the date of termination, as well as any necessary and reasonable contract closeout costs and profit on that portion of the work performed up to the specified date of termination, will be payable. No penalty will be assessed for the County's termination of the SOW for convenience.
2. **Venue and Governing Law.** Each party to the SOW hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with the SOW shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that the SOW is governed by the laws of the United States, the SOW shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
3. **No Waiver of Immunities.** Nothing in the SOW shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
4. **County's Right to Audit.** Manatron agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under the SOW, have access to and the right to examine and photocopy any and all books, documents, papers, and records of Manatron which are directly pertinent to the services to be performed under the SOW for the purposes of making audits, examinations, excerpts, and transcriptions. Manatron agrees that the County shall have access during normal working hours to all necessary Manatron facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Manatron reasonable notice of intended audits.
5. **Non-Appropriation and Fiscal Funding.** The obligations of the County under the SOW do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that the County shall have the right to terminate the SOW at the end of any County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Manatron at the end of its then-current fiscal year to be effective as of the last day

of the County's fiscal year. Such notice shall be accompanied by the payment of all sums then owed Manatron under this agreement, if any.

6. **Payment, Interest, and Late Payments.** The County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the latest of (1) the date the County receives the goods under the contract, (2) the date the performance of the service(s) under the contract is completed, or (3) the date the Williamson County Auditor receives an invoice for the goods and/or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%) and the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Manatron, the County shall notify Manatron of the error not later than the twenty-first (21st) day after the County receives the invoice. If the error is resolved in favor of Manatron, Manatron shall be entitled to receive interest on the unpaid balance of the invoice submitted by Manatron beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Manatron shall submit a corrected invoice that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

7. **Relationship of the Parties.** Each party to the SOW, in the performance of the SOW, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
8. **Sales and Use Tax Exemption.** The County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by the County. Exemption certificates will be provided to contractors and suppliers upon request.
9. **Confidential Information and Nondisclosure.** As used in this agreement, "Confidential Information" includes Manatron's software and customizations in any embodiment; the terms, conditions, and pricing of this agreement; either party's technical and business information relating to inventions, software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans; any and all internal customer and employee information; and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this section, the County specifically acknowledges that Manatron's software, including, without limitation, the database architecture and sequence and documentation, comprise Confidential Information and know-how that are the exclusive property of Manatron. The parties agree, unless otherwise provided in this agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. The County further agrees that it will not allow any form or variation of Manatron's software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. The County shall not disclose the

results of any performance or functionality tests of Manatron's software to any third party without Manatron's prior written approval. A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this agreement; or (e) is required to be disclosed by law.

10. **Texas Public Information Act.** To the extent, if any, that any provision in the SOW is in conflict with Texas Government Code 552.001 et. seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that the County and its officers and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County's officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County and its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision, or opinion of the Attorney General of the State of Texas.
11. **Execution in Counterparts.** The SOW may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which together shall constitute one and the same document.
12. **Successors and Assigns.** The SOW shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
13. **Limitation and Disclaimer.** Manatron's liability for damages of any kind, regardless of the form of action or theory of liability, shall not exceed Manatron's insurance coverage. To the extent that a claim is not within Manatron's insurance coverage, Manatron's liability shall not exceed (a) in the event of damages associated with a service or hardware product, the fee paid by the County for that service or hardware product, or (b) in all other cases, the license fee paid by the County for use of the software. In no event shall Manatron be liable under any contract, negligence, strict liability, or other legal or equitable theory, for any special, punitive, exemplary, or excess costs of re-procurement ("cover cost"); for indirect or consequential damages of any kind, including damages resulting from interruption of use or loss or corruption of data; for lost revenue; for losses resulting from system shutdown, failure to accurately transfer, read, or transmit information, failure to update or provide correct information, stolen or misused passwords, system incompatibility, or providing incorrect compatibility information; or for breaches in system security, whether or not Manatron has, or should have had, any knowledge, actual or constructive, of the possibility of such damages, and notwithstanding any failure of essential purpose of any remedy arising out of or in connection with this agreement.

Manatron

By: 

Printed Name: John R. Hansen

Title: Vice President, Risk Management

Date: October 16, 2013

Williamson County, Texas

By: _____

Printed Name: Dan A. Gattis

Title: Williamson County Judge

Date: _____, 2013

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Date: 09-09, 2013 