

ULRICH SOFTWARE, INC.
204 N. MAIN
NIXA, MO. 65714

PRODUCT AND SERVICE ORDER AGREEMENT

DATE 9/20/2022

ORDER NUMBER: CHR-9-090122

SOLD TO CUSTOMER:

Christian County Assessor
Courthouse
Ozark, Mo. 65721

**CUSTOMER AGREES TO PURCHASE AND ULRICH SOFTWARE, INC. ON
ACCEPTANCE AGREES TO FURNISH THE FOLLOWING:**

PRODUCT/SERVICE DESCRIPTION: Annual License Fee and Maintenance

**Annual License
& Maintenance**

USI CAMA System
Tax Administration:
Real Estate
Personal Property
Internet Filing:
Personal Sheets
Personal Business Sheets
Imaging:
Real Estate PRCs
Personal Sheets
Photo & Sketch
Market Study
Web Page
Abstract Company Query

TOTAL: \$18,800

TERMS AND RESPONSIBILITIES

This Software License and Service Agreement is made this **27th day of September 2022** between Ulrich Software Inc., a Missouri Corporation located at 204 N. Main, Nixa, Missouri (hereinafter referred to as "USI") and Christian County Assessor, Courthouse, Ozark, Missouri (hereinafter referred to as "Client").

This software may be used in additional county offices. A separate agreement must be signed and approved by each office holder for their use of the software and licenses for their specific department.

USI and Client agree to the following terms:

1. **Designation by Client.** For purposes of this Agreement, Client designates the Assessor as Client's representative in dealing with the fulfillment of this Agreement. USI shall solely consult with this representative for decisions regarding any issues involving USI's Proprietary Software.
2. **Term of Agreement.** This Agreement shall be for a term of twelve (12) consecutive months beginning the **27TH day of September 2022 and terminating on the 26th day of September 2023.** This agreement has the option to extend for three (3) additional one-year periods. Should an option be exercised, the renewal must be approved annually by the County Commission.
3. **Payments.** The **\$18,800** amount due as Annual License Fees and Maintenance shall be payable by client to USI within thirty (30) days of the execution of this agreement by all parties. Pricing for year two (2) will be **\$20,000**. Pricing for year three (3) and four (4) will not exceed ten (10) percent from the prior year.
4. **Miscellaneous Provisions.** This contract shall be construed according to the laws of Missouri. Neither Client nor USI shall assign, transfer, and/or otherwise sell their rights in this agreement without first obtaining in writing the express permission of the other party. No term or provisions of this Agreement may be changed, waived, or discharged without written approval of both parties.
5. **License Agreement.** USI grants Client, subject to the terms and conditions of this agreement, a personal, non-transferable, and non-exclusive license to use USI's Assessor Tax Administration, CAMA System, and associated Software products as stated above (USI's Proprietary Software). Client shall not copy, decompile or reverse engineer USI's Proprietary Software in any manner or for any purpose, without prior written consent. Client agrees that aspects of the licensed materials, including the specific design and structure of USI's Proprietary Software, constitute trade secrets and/or copyrighted material. Client agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party, without prior written consent. Client agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. USI's Proprietary Software is owned by USI and is protected by United States copyright laws and international treaties. Any software developed for the Client is the sole property of USI and becomes USI's Proprietary Software. County data that resides in USI's Proprietary Software is the property of the Client and not USI. USI agrees to keep confidential the County data and not to make any use or disclosure of the County data, unless instructed to do so by the Client.

6. **Annual License and Maintenance.** Annual license and maintenance is required for the use of USI's Proprietary Software. USI will provide programming services to correct documented program errors which USI diagnoses as defects or problems not caused by any use, by the Client. USI will provide phone support, utilizing the internet for problem resolution. State mandates will be provided at no cost. Installation of the mandates will be chargeable at USI's current hourly rate, see Billable service.
7. **Billable service.** Any service requested, but not specified in this agreement will be billed as the work is performed, at USI's current hourly rate of **\$170.00**. The first year will remain a firm fixed rate. Hourly rates for years two (2), three (3) and four (4) are no-to-exceed ten (10) percent from the prior year. All increases will need to be justifiable and must be approved by the elected official and commission upon the renewal.
8. **Termination.** This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons:
 - a. Due to material breach of any term or condition of this Agreement, or
 - b. If in the opinion of Christian County Commission services are delayed or not provided in conformity with specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.
9. **Governing Law: Venue:** This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Christian County, Missouri.

BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU:

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

CONTRACTOR

By: Ralph Phillips, Presiding Commissioner
By: Lynn Morris, Eastern Commissioner
By: Hosea Bilyeu, Western Commissioner

Company Name: ULRICH SOFTWARE, INC.

By: Samuel C. Ulrich

Title: President

By: _____

Title: _____

ATTEST BY: Paula Brownfield D.C.
Kay Brown, Christian County Clerk

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Approved as to form:

By: John W. Housley
John W. Housley, Christian County Counselor

Amy Dent
Amy Dent, Christian County Auditor

9/28/2022
Date: