SINGLE SOURCE AWARD **BID # SS-0386-20**

Subject: AXIA Software Solution for the Value Adjustment Board

Department: City Council

Description of Purchase: Recommend approval of single source award to Pioneer Technology Group for the purchase of AXIA Software Solution for the Value Adjustment Board. Period of service is from date of award through September 30, 2020. Total estimated expenditure amount is $164,450.00.

Funding Source: CCCS011-06427

Single Source Award To: Pioneer Technology Group

Price Justification: See attachment

Total Award: $164,450.00 **Requisition #:** 263139

Attachments: Recommendation Memo, Single Source Form and Vendor Proposal

Certification as to Single Source: Cheryl Brown, Director, City Council

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

OFFICE OF THE CITY COUNCIL

CHERYL L. BROWN
DIRECTOR
OFFICE: (904) 255-5133
FAX: (904) 255-5230
E-MAIL: CLBROWN@COJ.NET

117 WEST DUVAL STREET, SUITE 425
4TH FLOOR, CITY HALL
JACKSONVILLE, FLORIDA 32202

October 11, 2019

MEMORANDUM

TO: **Greg Pease, Chief of Procurement**
Central Operations Department

FR: **Cheryl L. Brown, Director/Council Secretary**
Jacksonville City Council

RE: **Justification: PO for Axia – Value Adjustment Board (VAB)**

Pursuant to Chapter 126 of the Ordinance Code, the City Council solicits the approval of the contract award for sole source services for updating the Jacksonville Municipal Code. The award is for $186,450, for the services, that has been funded in the FY19/20 Budget- of which the Duval County School Board under the Florida Statutes is required to reimburse two –fifths of all VAB expenditures at the end of the year.

The Value Adjustment Board (VAB) reviews appeals from decisions made by the Duval County Property Appraiser. VAB jurisdiction includes appeals of property value assessments, exemption denials, agricultural (greenbelt) classification denials, and portability appeals, among others. VAB is a "mandated" function of local governments and however, under the guidelines as stipulated in the Florida Statutes (Chapter 194) and report to the Department of Revenue.

AXIA will replace the current records management system for the Value Adjustment Board. Data is currently managed within a massive in-house MS Access Database designed and built by City Council staff. VAB is required to maintain records and generate reports in accordance with the COJ's Cash Handling Procedures, Public Records laws, and Department of Revenue reporting requirements.

The data stored is used to track the disposition of all petitions filed, including all revenue (filing fees) collected at the time the petition is filed. When AXIA was previously considered for VAB records management 10+ years ago, the application was new and did not meet our requirements to ensure compliance with applicable laws. Other Florida counties polled who had purchased AXIA specifically for VAB records management warned that it did not meet the current requirements and forced duplication of work to comply with the law. However, we recently reached out to poll the FL counties who continued to use AXIA and the consensus is that they are very satisfied with the improvements that have been made. After a participating in a new demonstration by AXIA, we believe the system improvements made to system features, both functional and design, will meet our requirements (including accepting alternative forms of payment and robust auditing features).

SS-0586-20

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): City Council-Value Adjustment Board

FUNDING SOURCE: CCCS011-06427

BRIEF DESCRIPTION OF GOODS/SERVICES:

AXIA will replace the current records management system for the Value Adjustment Board which includes Value Adjustment System & Media Player. This system is required to be state mandated and Department of Revenue Regulation compatible.

AMOUNT OF PROJECT (attach quote): $164,450.00

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED(ATTACH QUOTE/PROPOSAL):

VAB data is currently managed within a massive in-house MS Access Database designed & built by City Council staff. VAB is required to maintian records and generate reports in accordance with the COJ'S Cash Handling Procedures, Public Records laws, & Department of Revenue reporting requirements. The data stored is used to track the dispostion of all petitions filed, including all revenue filing fees collected at the time the petition is filed.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

After participating in a new demonstration by Axia, the Value Adjustment Board staff believes the system features both functional and design will meet our requirments including accepting alternative forms of payments and improved auditing features. See vendor letter

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

VAB has reached out to poll other Florida counties that use the AXIA system and they are pleased with the performance of the system. Only software available that was specifically created for the Florida Value Adjustment Broad process. See vendor letter.

Submitted by: Cheryl L. Brown (Name) — Director, City Council (Title)

Date: 10/4/2019

Requesting Agency's Director's Signature: Cheryl L. Brown

Procurement Division [illegible]

March, 2017

Req # 243139

DATE: 10/03/2019

TO: Kristi Sikes

FROM: Pioneer Technology Group

SUBJECT: Sole Source - AXIA Computer Value Adjustment Board Process Solution

The Value Adjustment Board staff has been looking for and considering newer, more advanced computer software to assist in the ministerial management and scheduling of the property tax appeal petition process. As the number of petitions is beginning to grow following the real estate recession, the City's current solution is not robust enough to handle the volume.

While the City's legacy system has allowed the VAB to function in the past, a new solution is required to increase efficiency and to provide unprecedented management. Only the Axia solution handles the online petition filing process, the complexities of Special Magistrate scheduling, provides a communications platform with petitioners both before and after the hearing, and the interchange of information between the Property Appraiser's Office, the Tax Collector, and the VAB office.

The Axia product, by Pioneer Technology Group (Pioneer), is the only software that has been created specifically for the Florida Value Adjustment Board process and is currently installed in 22 Florida counties. With the current implementation of Miami-Dade County, all the large and mid-volume counties in the state are using Axia for property tax appeals management, with the exception of City of Jacksonville / Duval County.

Axia has greatly eased the VAB process and has ensured that statutory deadlines are met appropriately. Further, the Axia system has built-in flexibility to accommodate slight differences among individual customer's operations. The system generates all state-required forms and has been approved for County use by the Department of Revenue.

Therefore, it is our strong recommendation that the City Council consider the Axia property tax appeals management system as a single source and purchase the computer software as soon as possible so the VAB staff will be prepared for the 2020 VAB tax cycle.

Pioneer looks forward to providing the VAB solution for the City of Jacksonville.

Best Regards,

Victor Lee
Sales Manager
Pioneer Technology Group

SOFTWARE LICENSE AGREEMENT

for

between

PIONEER TECHNOLOGY GROUP, LLC

("PTG")

having its principal place of business at:

1100 Central Park Drive

Sanford, Florida 32771

Facsimile: 407-321-7971

and

City of Jacksonville, FL

City Council

("Licensee")

having its principal address at:

117 W. Duval Street

Jacksonville, FL 32202

(1) ***Definitions and Identifications.*** For all purposes of this Agreement, unless the context specifically indicates otherwise, and in addition to other terms defined only within the internal text of this Agreement, the terms defined in this §1 shall be applicable:

(a) *Agreement* – this Agreement, all exhibits thereto, and any and all subsequent duly executed amendments thereto.

(b) *Confidential Information* – Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person ("Discloser") to another Person ("Recipient") pursuant to this Agreement or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.

(c) *Copyrights* – copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.

(d) *Deliverables* – those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from PTG ("PTG Deliverables") or Deliverables required from Licensee ("Licensee Deliverables").

(e) *Derivatives* – any and all adaptations, enhancements, improvements, modifications, revisions, or translations, whether to Intellectual Property or otherwise.

(f) *Documentation* – manuals, user guides, and other documentary materials for use with the Deliverables, including, without limitation, all Derivatives thereof.

(g) *Enhancements* – changes or additions, other than Maintenance Modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Product.

(h) *Error* – (1) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification therefor; or, (2) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet a Functional Specification therefor.

(i) *Field of Use* – the Field of Use described in the License Summary.

(j) *Functional Specifications* – the design and/or performance criteria for and qualities of the Software described as Functional Specifications in the License Summary.

(k) *Intellectual Property* – (1) Trade Secrets, (2) Copyrights, (3) Derivatives, (4) Documentation, (5) Patents, (6) Software, (7) Technical Information, (8) Technology, and (9) any and all proprietary rights relating to any of the foregoing.

(l) *Licensee* – the Licensee executing this Agreement.

(m) *Licensee Data* – all data of Licensee, whether proprietary or non-proprietary to Licensee, converted to the System.

(n) *Licensee Materials* – all Licensee Data and all Derivatives thereof.

(o) *License Summary* – the License Summary attached hereto as *Exhibit 1*.

(p) *Maintenance Agreement* – a separate written agreement setting forth the terms and conditions under which maintenance services for the Software will be provided by PTG to Licensee after the expiration of the Warranty Period.

(q) *Maintenance Modification* – any modification or revision (except to the extent the same constitutes an Enhancement or a New Product) to Software or Documentation that corrects Errors, supports new releases of the operating systems with which the Software is designed to operate, supports new input/output (I/O) devices, or provides other incidental updates and corrections.

(r) *Material Breach* – failure by a Party to perform any requirement, duty, or obligation upon it as provided for in this Agreement, other than as excepted pursuant to the provisions of §14 (Excusable Delays) of this Agreement.

(s) *New Product*. Any change or addition to Software and/or related Documentation that: (1) has a value or utility separate from the use of the Software and Documentation; (2) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (3) is not made available to PTG's licensees generally without separate charge. In the event of any disagreement between the Parties with respect to whether a particular change or addition constitutes a New Product, the good faith determination of such issue by PTG shall be final, binding, and conclusive.

(t) *Party* – either PTG or Licensee, and "Parties" means both of the same.

(u) *Patents* – all patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing, and all applications therefor (and patents which may issue on all such applications).

(v) *Person* – an individual, partnership, corporation, association, joint stock company, limited liability company, trust, joint venture, unincorporated organization, or any governmental agency or authority.

(w) *Scope of Services* – the written description and specifications for the System, including, without limitation, the Deliverables and Functional Specifications, and all milestone, delivery, and acceptance schedules, as described in the License Summary.

(x) *Software* – includes, as applicable, all PTG software and all Third Party Software supplied by PTG pursuant to this Agreement. Software shall include any Maintenance Modification or Enhancement thereto created by PTG from time to time during the Warranty Period of this Agreement and/or thereafter during the term of any effective Maintenance Agreement. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties as to additional fees, terms, and conditions.

(y) *Software Acceptance Date* – the date of final acceptance of the System by Licensee as described in §4(e) of this Agreement.

(z) *System* – the Software system developed by PTG in accordance with the Scope of Services for use by Licensee in the Field of Use and solely in the Territory pursuant to the terms and conditions of this Agreement.

(aa) *Taxes* – all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including, without limitation, any interest, penalty, or addition thereto, whether or not disputed.

(ab) *Technical Information* – know-how, data, and other technical information including, without limitation: (1) engineering documentation, such as development records, production software information, algorithms, flow charts, design information, drawings, specifications, and data sheets; (2) manufacturing documentation such as manufacturing drawings, instructions, specifications, procedures, methods, standards documentation, tooling and fixture drawings, process specifications and instructions; and, (3) quality and reliability documentation such as quality plans, specifications, instructions, procedures, test plans, test records and regulatory documentation; and further including any and all Intellectual Property therein or relating or referring thereto.

(ac) *Technology* – know-how, show-how, procedures, systems, processes, Trade Secrets, inventions (whether or not patentable and whether or not reduced to practice), algorithms, formulae, research and development data, manufacturing, development, and production techniques, and all other proprietary information relating thereto, and further including any and all Intellectual Property therein or relating or referring thereto:

(ad) *Territory* – the Territory described in the License Summary.

(ae) *Test Validation Criteria* – the acceptance criteria for the PTG Deliverables, including, without limitation, the Software, set forth in the Scope of Services.

(af) *Third Party Software* – software utilized in tandem with the Software, and necessary to enable the Software to perform the Functional Specifications, supplied either by PTG with the Software or by Licensee independently of PTG.

(ag) *Trade Secrets* – shall have the meaning set forth in applicable statutory law, if any, and, if not, as defined by applicable common law; *provided, however*, that, where both statutory and common law may be applicable, the broadest possible definition shall apply.

(ah) *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.

(ai) *Warranty Period* – the thirty (30) day period commencing on the Software Acceptance Date.

(2) *Agreement to License.* This Agreement provides for the license of Software, by PTG to Licensee, in accordance with the terms and conditions of this Agreement. PTG shall license to Licensee, and Licensee shall license from PTG, the Software as described on the attached License Summary. Licensee may license additional Software hereunder by execution of a subsequent License Summary.

(3) *Fees, Installation Charges, and Taxes.*

(a) *License Fees.* The license fees for the initial items of licensed Software are set forth on the License Summary. Subsequent orders shall be at the fees in effect at the time of receipt by PTG of any applicable subsequent License Summary executed by Licensee and PTG. Fees resulting from the provision by PTG to Licensee of Third Party Software are passed through by PTG to Licensee, and, in that context, such fees payable by Licensee shall increase, and such increase shall be payable, as and to the extent of any such fee increases payable by PTG.

(b) *Installation Fees.* Licensee shall also pay for installation of Software at the then prevailing fees, plus any travel expenses required, including reasonable mileage, air fare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.

(c) *Taxes.* Licensee is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by PTG) and other fees or assessments incurred as a result of the license or use of the Software by Licensee.

(4) *Delivery and Acceptance.*

(a) *Delivery.* Each Party shall timely perform delivery of its required Deliverables in accordance with the Scope of Services, including the delivery schedule specified therein. Licensee shall pay or reimburse PTG for all costs of shipping Software to Licensee, including freight, insurance, and special packaging charges, if any. The carrier, method of shipment, and other matters relating to shipment shall be determined by PTG. Licensee is responsible for movement into or within Licensee's premises, site preparation per PTG requirements, and other site expenses required for installation.

(b) *Testing.* Testing of PTG Deliverables shall be completed by Licensee in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Licensee.

(c) *Initial Acceptance.* Within twenty (20) days following initial delivery to Licensee, Licensee shall either: (i) accept the PTG Deliverables in writing; or, (ii) reject the PTG Deliverables and provide PTG with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Failure by Licensee to provide the rejection and statement of Errors within the twenty (20) day period provided herein shall be deemed to be acceptance by Licensee of the PTG Deliverables. PTG will correct any Error and redeliver the affected Deliverables to Licensee within thirty (30) days following receipt of the statement of Errors. Licensee shall, within ten (10) days following such redelivery, retest and accept or reject the redelivered PTG Deliverables in accordance with the procedures set forth herein. Failure by Licensee to provide a statement of either acceptance or Errors within ten (10) days following redelivery of the PTG Deliverables shall be deemed to be acceptance by Licensee of the PTG Deliverables.

(d) *Installation.* Within thirty (30) days following acceptance of the PTG Deliverables, PTG shall install the System at the Licensee's facilities for final acceptance testing.

(e) *Final Acceptance.* Within ten (10) days following completion of installation, Licensee shall either: (i) accept the System in writing; or, (ii) reject the System and provide PTG with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. PTG will correct any Error and redeliver the System to Licensee within thirty (30) days following receipt of the statement of Errors. Licensee shall, within ten (10) days following such redelivery, accept or reject the redelivered System in accordance with the procedures set forth herein. Failure by Licensee to provide a statement of acceptance or Errors within either of the ten (10) day periods specified herein shall be deemed to be final acceptance by Licensee of the System.

(5) ***Payment.***

(a) *Initial License Summary.* Payment of Software license fees, installation fees, and other fees on the initial License Summary will be made in installments as follows:

(i) sixty percent (60%) of such license fees, as indicated on the PTG License Summary, is due at the time Licensee signs this Agreement.

(ii) forty percent (40%) of such license fees is due upon the Software Acceptance Date.

(iii) Fees for installation of the software including data conversion, system implementation, training, and forms generation, as indicated on the PTG License Summary, will be billed monthly as incurred and are payable within thirty (30) days following invoice by PTG. Payments for all Third Party Software provided by PTG as described in the License Summary shall be payable at least thirty (30) days prior to due date for payment by PTG to PTG's provider.

(b) *Subsequent License Summary.* Payment of license fees, installation fees, and other fees to PTG on any subsequent License Summary shall be made as specified in such subsequent License Summary.

(c) *Ancillary Charges and Out of Pocket Expenses.* Notwithstanding §5(a) of this Agreement, all ancillary charges (*e.g.*, additional training charges) and all out of pocket expenses of PTG (*e.g.*, certain travel expenses) which are payable by Licensee hereunder shall be due and payable within thirty (30) days following invoice by PTG.

(d) *Failure of Payment.* In the event payment is not made as specified in this Agreement, Licensee shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however*, that if Licensee is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §5(d).

(6) *Warranty, Exclusions, and Disclaimer.*

(a) *Software Warranty.* PTG warrants that the Software delivered hereunder shall conform to the Functional Specifications set forth in the License Summary and will be free of Errors during the Warranty Period. PTG's sole obligation and responsibility to Licensee under the foregoing warranty is to remedy, at no cost to Licensee, any such Error reported to PTG during the Warranty Period. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to Third Party Software provided by PTG hereunder, PTG makes no warranties, but shall, to the extent legally permitted, pass through to Licensee all warranties provided by the original licensor/manufacturer.

(b) *Software Warranty Exclusions.* The foregoing warranties do not apply to any of the following:

(i) Damage arising from any cause beyond PTG's reasonable control, including, without limitation, damage due to the improper operation or use of Software by Licensee, abuse or misuse of Software other than as designed or intended, malfunctions caused by alteration or tampering, or any reason specified in §15 (Excusable Delays) of this Agreement.

(ii) Damage resulting from movement of Software after its initial installation.

(iii) Malfunction or breakdown of Software due to attachment to, or addition or use of, software not supplied by PTG with the Software, or as a result of attachment of the Software to hardware or software by anyone other than PTG, or as a result of hardware associated problems.

(iv) Damage, malfunction, or breakdown of Software due to improper operating environment, including, without limitation, temperature, humidity, dust, or static charge.

(v) Destruction or damage, in whole or in part, of Software by any Person other than PTG.

(c) *SOFTWARE WARRANTY DISCLAIMER.* EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS §6 AND IN §12 OF THIS AGREEMENT, PTG DISCLAIMS AND LICENSEE WAIVES ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS." IN NO EVENT SHALL PTG'S LIABILITY

UNDER THIS §6, IN THE AGGREGATE FOR ALL CLAIMS WITH RESPECT TO ANY ITEM OF SOFTWARE, EXCEED THE LICENSE FEE PAID HEREUNDER TO PTG FOR SUCH ITEM OF SOFTWARE, REDUCED BY THREE PERCENT (3%) FOR EACH MONTH OR PORTION THEREOF FOLLOWING THE SOFTWARE ACCEPTANCE DATE THEREOF UNTIL THE EFFECTIVE DATE PTG IS NOTIFIED OF THE APPLICABLE CLAIM BY LICENSEE. PTG SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF PTG'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF PTG ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE. ALL RIGHTS OF REVOCATION OF ACCEPTANCE UNDER THE UNIFORM COMMERCIAL CODE ARE EXPRESSLY SUPERSEDED BY LICENSEE'S RIGHTS AND PTG'S OBLIGATIONS AS REFERENCED IN THIS §6. EXCEPT AS STATED IN THIS §6, THE RISK OF THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS UPON LICENSEE, AND LICENSEE UNDERSTANDS THAT THE FEES CHARGED HEREUNDER BY PTG SPECIFICALLY REFLECT THE ALLOCATION OF RISK AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS §6.

(7) *Functional Specifications.*

(a) *Functional Specifications.* PTG shall provide guidance and assistance to Licensee and Licensee shall complete all associated tasks requested by PTG for the purpose of defining and approving all Functional Specifications for each of the items of Software licensed by Licensee from PTG hereunder.

(b) *Customized Software.* Licensee understands that such Functional Specifications shall be defined in accordance with PTG standard applications and that any application and/or communication and/or functions not currently supported by PTG shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by PTG.

(8) *Maintenance Agreement.* Licensee shall execute a Software Maintenance Agreement at the time this Agreement is executed. Separate fees for Software maintenance will commence as specified in the Maintenance Agreement.

(9) *Software License.*

(a) *Background.* PTG and/or its suppliers have designed, developed, and made available proprietary computer Software containing Trade Secrets of PTG and/or its suppliers. Use of this Software is strictly governed by the terms of this Agreement. No title or ownership in the Software is transferred to Licensee. The License granted hereby is for Licensee's internal use only, and only in the Territory and the Field of Use. Licensee shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures (non-printed, machine readable form) approved by PTG in advance, and in writing, which approval shall not be unreasonably withheld. In connection with any such permitted copy, Licensee shall reproduce and incorporate all Trade Secret and/or Copyright notices, and the same shall be subject to all of the terms and conditions of this Agreement. All copies made by Licensee of the Software and any Documentation, including, without limitation, all translations, compilations,

partial copies, *etc.*, are the exclusive property of PTG. Software, Documentation, and all copies thereof may not be assigned, conveyed, relicensed, sublicensed, published, disclosed, displayed, or otherwise transferred (voluntarily, involuntarily, by operation of law, or otherwise) by Licensee for the benefit of a third Person. Licensee shall not permit any other Person (exclusive of Licensee's employees and necessary contractors acting in the proper scope of their services to Licensee) to use the Software, Documentation, or any copy thereof, whether in the operation of a service bureau or otherwise, or permit access to the Software through terminals outside of Licensee's business premises. Licensee shall secure and protect the Software licensed hereunder and all copies thereof and all Documentation relating thereto in a manner consistent with the full preservation of PTG's rights therein, and shall take such appropriate action, by instruction or agreement, with its employees and necessary contractors as shall be reasonably requested by PTG in order to protect PTG's rights therein. Licensee shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any Documentation. Licensee is entitled to all Enhancements and/or Maintenance Modifications to the Software and Documentation as are expressly provided for in this Agreement or in any effective Maintenance Agreement between PTG and Licensee. Licensee is not entitled to any New Product (or other product of PTG) hereunder, under any Maintenance Agreement, or otherwise, except pursuant to a separate written agreement with PTG and separate payment therefor.

(b) *License.* PTG grants Licensee, during the term of the grant of license specified herein, a nontransferable and nonexclusive license for use of the Software (machine readable version) and Documentation therefor, solely by Licensee in accordance with the terms and conditions of this Agreement. Such use shall be limited to Licensee only, and only within the Territory and the Field of Use. The term of the grant of license herein shall remain in effect until termination pursuant to the express provisions of this Agreement. Title to the Software remains in PTG. PTG shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Maintenance Modifications and Enhancements thereto.

(c) *Third Party Software.* Licensee shall execute all documents reasonably requested by PTG and will abide by all reasonable requirements with respect to all Third Party Software licensed or sublicensed by PTG to Licensee hereunder, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and Licensee agrees to maintain in effect all required licenses and approvals of all applicable third Persons.

(10) *Restrictions Upon Disclosure of Confidential Information.*

(a) *Protection.* Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of the obligations contained within this §10(a), and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this §10, in addition to any other right or remedy available to Discloser, at law

or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach of this §10 or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information, or any other breach of the requirements of this §10 by Recipient (including, without limitation, by any contractors), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

(b) *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.

(c) *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

(d) *Survival.* The obligation of Recipient to maintain the confidentiality of Discloser's Confidential Information shall survive the expiration or termination of this Agreement indefinitely, unless and until: (i) such Confidential Information shall cease to be Confidential Information; or, (ii) otherwise agreed to in writing by Discloser.

(11) *Intellectual Property Rights.*

(a) *Warranty.* PTG warrants and represents to Licensee that, to PTG's knowledge, the Software does not infringe upon any Intellectual Property of any other Person; *provided, however,* that no warranty is provided by PTG in this §11 with respect to any Third Party Software, but PTG shall, to the extent legally permitted, pass through to Licensee any infringement warranty with respect to all Third Party Software provided by the original licensor/manufacturer. The foregoing warranty of PTG shall be ineffective if any of the Software delivered by PTG hereunder has been modified, altered, or otherwise changed by Licensee (or on behalf of Licensee by any Person other than PTG). Notwithstanding the foregoing, PTG will have no liability or obligation under this §11 where any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any Intellectual Property other than PTG Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any Derivative of any PTG Intellectual Property created by any Person other than PTG. PTG shall have sole control over the selection of counsel and the defense of any legal proceeding or other claim described herein and any settlement thereof, and Licensee shall provide PTG with all reasonable assistance in the defense of the same.

(b) *Remedy.* In the event of a breach by PTG of the warranty contained within §11(a) hereof, PTG shall have the right, as Licensee's sole remedy against PTG, at PTG's sole

election, to: (i) modify the allegedly infringing Software to be non-infringing, provided that such modification does not adversely impact the functionality of the Software licensed to Licensee hereunder in any material respect; or, (ii) obtain a license to enable Licensee to continue to use the applicable Software as contemplated in this Agreement, provided that PTG shall have no obligation to obtain such license in the event annual payments or royalties for such license would exceed twenty-five percent (25%) of the annual amount paid by Licensee to PTG under the Maintenance Agreement (unless Licensee agrees to pay any and all such excess costs), and then only if and to the extent any such Maintenance Agreement remains in effect. In the event PTG fails to accomplish either of the foregoing alternatives within a commercially reasonable period, or if a permanent injunction shall be entered against the use of the Software by Licensee, the license granted to Licensee pursuant to this Agreement shall terminate on notice by either Party to the other Party, and, in such event, PTG shall refund to Licensee the license fee provided for in §3(a) of this Agreement, less: (i) three percent (3%) thereof for each month, or part thereof, from the Software Acceptance Date to the effective date of termination; and less, (ii) all amounts paid by PTG to Licensee pursuant to §6 of this Agreement.

(c) *Notification.* Licensee shall promptly notify PTG of any claim described in this §11 which comes to the attention of Licensee.

(d) *LIMITATION OF LIABILITY.* OTHER THAN WITH RESPECT TO ITS EXPRESS OBLIGATIONS UNDER THIS §11, IN NO EVENT SHALL PTG BE LIABLE TO LICENSEE IN CONNECTION WITH ANY CLAIM OR OTHER MATTER DESCRIBED IN THIS §12. IN NO EVENT SHALL PTG BE RESPONSIBLE TO LICENSEE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

(e) *Survival.* The provisions of this §11 shall survive the expiration or other termination of this Agreement.

(12) *Protection of Software.*

(a) *PTG Ownership.* As between PTG and Licensee, PTG shall be the sole owner of all right, title, and interest in and to the Software, the Documentation, and any and all copies or Derivatives therein or thereof, created by either Party, exclusive only of the Licensee Materials. Licensee hereby irrevocably grants, transfers, and assigns to PTG, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Patent, Copyright, Trademark, and/or Trade Secret rights, which Licensee may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Documentation, and in and to any other Intellectual Property of PTG, along with the good will of the business appurtenant to the use of any of the same. Licensee further hereby irrevocably transfers and assigns to PTG any and all moral rights Licensee may have in and to such Software, the Documentation, and in and to any other Intellectual Property of PTG, and hereby forever waives and agrees never to assert any moral rights it may have therein, either prior to or following the termination of the license granted pursuant to this Agreement. Licensee shall, at the request of PTG, execute any and all documentation necessary to formally transfer such rights to PTG.

(b) *Licensee Ownership.* As between PTG and Licensee, Licensee shall be the sole owner of all right, title, and interest in and to all Licensee Materials. PTG hereby irrevocably grants, transfers, and assigns to Licensee, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which PTG

may have or acquire, by operation of law or otherwise, in and to any or all of the Licensee Materials, along with the good will of the business appurtenant to the use of any of the same. PTG further hereby irrevocably transfers and assigns to Licensee any and all moral rights PTG may have in such Licensee Materials, and hereby forever waives and agrees never to assert any moral rights it may have therein, even after termination of the license granted pursuant to this Agreement. PTG shall, at the request of Licensee, execute any and all documentation necessary to formally transfer such rights to Licensee.

(c) *Protection of PTG Intellectual Property.* PTG shall have the right, but not the obligation, to file and prosecute all rights in and to any or all of its Intellectual Property, in its own name and at its own cost, within and outside of the Territory. Licensee shall cooperate with PTG, at the request of PTG, in providing any information, documentation, or other assistance to PTG reasonably necessary to enable PTG to file and prosecute any and all such rights. Licensee has no right to file or prosecute, in its own name, on behalf of PTG, or otherwise, any right in or to any or all of the Intellectual Property of PTG without the prior consent of PTG in each instance, which consent may be withheld in the sole and absolute discretion of PTG.

(d) *Enforcement of PTG Intellectual Property.* PTG shall have the right to enforce its Intellectual Property throughout the Territory and elsewhere, in its own name, against any and all third Persons whose activities: (i) violate, infringe, unfairly compete with, or are likely to violate, infringe, or unfairly compete with any or all of the Software licensed to Licensee hereunder; or, (ii) cause, or are likely to cause, harm, injury, or damage to, Licensee or PTG. Licensee shall promptly notify PTG in writing of any such third Person violation, infringement, or unfair competition of which Licensee acquires knowledge. PTG shall have the right to refrain from taking any such action, if, in the determination of PTG, such requested action cannot be undertaken without unreasonable expense or risk to PTG and/or to the Software, the Documentation, and/or any other Intellectual Property right of PTG. Licensee shall not have the right to undertake any such action, whether at its own expense, in its own name, on behalf of PTG, or otherwise, without, in each instance, the prior consent of PTG, which consent may be withheld in the sole and absolute discretion of PTG.

(13) *License Termination.* PTG may terminate Licensee's license as granted herein if Licensee commits any Material Breach of the terms and conditions of this Agreement. Upon notice of termination, Licensee shall discontinue all use of the Software and shall immediately return to PTG all copies of the Software, all related Documentation, and all other materials which contain any Confidential Information of PTG in Licensee's possession or control. In such event, Licensee shall also permanently delete all copies of all such items residing in Licensee's on or off line computer memory. PTG shall be entitled to enter into any location controlled by Licensee to repossess and remove all Software, Documentation, and any other Confidential Information of PTG, and/or to deactivate any Software. Licensee shall, within five (5) days following the effective date of termination of Licensee's license hereunder, certify in writing to PTG, by an executive officer of Licensee, that all copies of the Software and all Documentation, and all other materials required to be returned to PTG hereunder or to be deleted have been returned or deleted as appropriate.

(14) *Excusable Delays.* Notwithstanding any other term or provision of this Agreement, PTG shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of PTG, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms,

earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

(15) ***Miscellaneous Provisions.***

(a) *Materiality of Breach.* Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and, therefore, is a material term hereof.

(b) *Governing Law.* This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the state of Florida, without giving effect to the principles of conflicts of laws thereof.

(c) *ARBITRATION.* UPON THE DEMAND OF EITHER PARTY HERETO, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF PTG'S RELATIONSHIP HEREUNDER WITH LICENSEE, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; *PROVIDED, HOWEVER,* THAT ARBITRATION SHALL, AT PTG'S OPTION, NOT BE REQUIRED IN ANY ACTION OR CLAIM BY PTG WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.

(d) *Binding upon Successors and Assigns.* Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, and provisions contained herein shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

(e) *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

(f) *Entire Agreement.* This Agreement, together with the License Summary, constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement.

(g) *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any

Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

(h) *Notices.* Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax) or mailed, by United States certified mail, postage prepaid, and addressed to each Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt, but, if sent by certified mail in the manner set forth herein, shall be effective three (3) days following deposit in the United States mail. Any Party may change its address for such communications to another address in the United States of America by giving notice thereof to the other Party in accordance with the requirements of this section.

(i) *Construction of Agreement.* This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed for or against any Party. The titles and headings herein are for reference purposes only, and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

(j) *Further Assurances; Cooperation.* Each Party hereto shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

(k) *Non-Solicitation.* Licensee shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of PTG who has been directly or indirectly involved in the development, licensing, installation, or support of any PTG software product, such bar to remain in effect for a period ending two (2) years following the latter of the: (i) date of termination of such individual's employment relationship with PTG; or, (ii) Software Acceptance Date.

(l) *Independent Contractor Status.* Licensee hereby retains PTG as an independent contractor to Licensee, and PTG hereby accepts such appointment. It is the intention of the Parties hereto that their relationship, as created by this Agreement, is that of an independent contractor and contractee, and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties hereto. Neither Party shall hereby acquire any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. PTG shall be entitled to list Licensee in any designation of PTG licensees, in advertising or other published materials of PTG.

(m) *Absence of Third Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions hereof shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

(n) *Effect of License Termination.* No termination of the Software license granted in this Agreement shall terminate the continuing operation or effect of any other provision of this Agreement, or shall deny to any Party hereto the right to enforce any of its rights granted

pursuant to this Agreement, whether such enforcement occurs prior to or following any such termination.

(o) *Fees and Costs.* In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs therein, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals thereof.

(p) Cooperative Procurement: This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. PTG reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands, by their duly authorized representatives.

Signed in the presence of:

Kristi C. Sikes

Kristi C. Sikes

Name: (please print)

Name: (please print)

LICENSEE:

By: Cheryl L Brown

Name: Cheryl L Brown

Title: Comptrl/Sec/Treasr

Date: 10/21/2019

Signed in the presence of:

Name: (please print)

Name: (please print)

PIONEER TECHNOLOGY GROUP

DocuSigned by:

By: Ryan Crowley

Name: Ryan Crowley

Title: EVP Sales & Marketing

Date: 9/26/2019

6. PRICING:

Axia Software	
Description	**Amount**
Perpetual License of Axia Unlimited Seats	
• Axia Value Adjustment System	$100,000.00
• Axia Media Player	$10,000.00
Total License	$110,000.00

Pioneer Services			
Description	**Hours**	**Rate**	**Amount**
Project Management			$30,000
Estimated Project Management			$30,000
Onsite Support	**Days**		
• Onsite Support (Training plus travel)	6	$1200	$7,200
	6	$1200	$7,200
Data & Image Conversion	**Hours**		
• Primary Database	N/A		$0
Estimated Data & Image Conversion		$175	$0
System Configuration	**Hours**		
• Discovery & System Configuration	90	$175	$15,750
Estimated Config		$175	$15,750
Reports & Forms	**Hours**	$100	
• 15 Standard Reports & Forms Setup	15	$100	$1,500
Estimated Reports and Forms		$100	$1,500
	Total Estimated Services		$54,450.00

```
  QWS3270X   1/24/2020  5:04 PM
FAML6350 V5.1              **    NW COJ FAMIS PRODUCTION      **     01/24/2020
LINK TO:                       ACCOUNT SUMMARY INQUIRY                   5:04 PM

FISCAL MO/YEAR  : 04 2020                                CURRENCY CODE :
INDEX CODE      : CCCS011       VALUE ADJUSTMENT BOARD
SUBOBJECT       : 06427         COMPUTER EQUIPMENT
PROJECT         :
PROJECT DETAIL  :
GRANT           :
GRANT DETAIL    :
USER CODE       :
-------------------------------------------------------------------------------
S                                JAN  2020    ANNUAL BALANCE ALL YEARS BALANCE
  ESTIMATED REVENUES                  .00               .00                .00
  REVENUES                            .00               .00                .00
    UNREALIZED REVENUES               .00               .00                .00
  BUDGET                              .00        164,450.00        164,450.00
  EXPENDITURES                        .00               .00                .00
  ENCUMBRANCES                        .00               .00                .00
  PRE-ENCUMBRANCES                    .00        164,450.00        164,450.00
    REMAINING BALANCE                 .00               .00                .00
F1-HELP      F2-SELECT                F4-PRIOR     F5-NEXT
                        F9-LINK      F10-PRIOR-MO F11-NEXT-MO
G014 - RECORD FOUND
```