

SOFTWARE SERVICES AND LICENSE AGREEMENT

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Xerox State & Local Solutions, Inc.

Minnesota Counties Computer Cooperative

This Software Services and License Agreement (“Agreement” or “SSA”) is made by and between **Xerox State & Local Solutions, Inc.**, a New York corporation, 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (“Xerox”), and the **Minnesota Counties Computer Cooperative**, a joint powers organization established and existing under Minnesota Statutes, Section 471.59 for the purpose of providing for the establishment, operation and maintenance of data processing facilities and information management systems for the use and benefit of its members, 100 Empire Drive, St. Paul, MN 55103 (“MCCC”). Xerox and MCCC (each individually a “party” and collectively “the parties”) agree as follows:

- 1. SERVICES.** Xerox agrees to provide and license to MCCC a replacement product for the IBM iSeries CamaUSA and the ACS Property Tax System software products currently used by MCCC (“Legacy Software”). The new product, the Xerox Land Records Management Solutions (“LRMS”) will provide software functionality and data elements that produce an integrated appraisal, assessment administration, and billing and collections system, in accordance with the terms and conditions set forth in this Agreement. Xerox will use existing functionality and enhancements specifically identified in this Agreement to provide functionality in accordance with the requirements, processes, specifications, and procedures used by MCCC members, as set forth in Schedule A (“Statement of Work” or “SOW”) and Attachment A (Functional Specifications) and Attachment B (Technical Specifications) to Schedule A, all of which are attached to and incorporated by reference in this Agreement. In addition to the functionality set forth in the SOW (including the Functional Specifications and Technical Specifications), LRMS will provide all the existing functionality of the Legacy Software, except for the functionality set forth in Section B “Exclusions / Clarifications” in Attachment A (Functional Specifications) of the SOW. As an integral part of providing the LRMS, Xerox will also provide to MCCC project management, analysis and planning, documentation, configuration, training, data conversion, and implementation services with respect to the LRMS, in accordance with the provisions of this Agreement.
- 2. TERM.** This Agreement is effective on January 1, 2013 (“Effective Date”) and shall continue through December 31, 2020, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (“Term”).

However, nothing in this Agreement shall alter or amend the current ACS CAMA-USA License Agreement and Property Tax System Program and License Agreement for the Legacy Software or the current support and maintenance agreements (“Legacy Software Support Agreements”) therefor, which shall remain fully in force and effect and shall govern the use and maintenance of the Legacy Software for each member of the current PTS or CAMA user groups at all times through expiration or other termination thereof. Support and maintenance services for those ratifying User group members will become effective under the LRMS Maintenance and Support Agreements dated as of the date hereof (the “LRMS Maintenance and Support Agreements”) in each case and following such User Group member’s installation, testing, conversion and acceptance of the LRMS.

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3. CONDITION PRECEDENT AND OBLIGATION OF MCCC WITH RESPECT TO MCCC COUNTIES. MCCC will notify Xerox in writing of all MCCC counties that ratify this Agreement by March 1, 2013. Once MCCC notifies Xerox of the MCCC counties that ratify this Agreement by March 1, 2013, such ratifying counties shall comprise the "User Group." Xerox's obligations under this Agreement shall be subject to the condition that, in accordance with Schedule B – Payment, the fees associated with the final ratifying members of the User Group result in a total fixed price payment to Xerox of not less than Six Million, Five Hundred and Ninety Thousand Dollars (\$6,590,000.00) over the Term. Xerox shall have the option, but not the obligation, to waive this condition precedent by written notice to MCCC. In the event that this minimum fixed price condition precedent is not satisfied and Xerox does not waive the condition precedent, this Agreement shall automatically terminate without penalty to either party and be of no further force and effect. Post-ratification membership in the User Group is irrevocable during the Term, and MCCC agrees to compensate Xerox for such counties in accordance with Schedule B – Payment. MCCC agrees that each member of the User Group who ratifies this Agreement will be bound by the general terms and conditions specified herein, including but not limited to, the Service provision terms contained in Schedule A.

4. PAYMENT AND EXPENSES. Unless terminated as provided in Section 3 above, MCCC agrees to pay Xerox for the LRMS and Services in accordance with the provisions for payment set forth in Schedule B, which is attached to and incorporated by reference in this Agreement. MCCC shall pay each invoice within forty-five (45) days after receipt of a complete and accurate invoice. Types of expenses that will be reimbursed by MCCC are listed in Schedule B and are subject to any limits set forth in Schedule B. Xerox shall bear sole responsibility for all other expenses incurred by Xerox in connection with performance of the Services. Expenses shall be separately listed in each invoice. The parties understand and agree that the requirements for payment for the Services set forth in Schedule B will extend beyond the Term until all payments for the Services have been made and received. As part of the delivery of Services to MCCC and the specific deliverable set forth in Schedule A, the parties agree to develop a written Project Plan that provides additional specifications for the Services to be provided, identifies responsibilities of the parties, and establishes a schedule for the work to be performed and the deliverables to be provided by Xerox to MCCC as part of the Services.

5. MCCC OBLIGATIONS. MCCC agrees to permit authorized Xerox personnel (and third parties authorized by Xerox) access to MCCC and User Group member physical facilities (including data processing facilities) and data communications infrastructure, as well as MCCC and User Group member information, data, and other resources that are necessary or reasonably appropriate to permit Xerox to perform the Services. Access to resources shall include MCCC and User Group member professional personnel, administrative personnel, and other employees and reasonable times and hours. MCCC and User Group members agree to consider and evaluate network and operating system environments updates to the current version reasonably recommended by Xerox for provision of the Services and implementation of the LRMS. Following notification by Xerox and acceptance by MCCC of the recommendation to upgrade network or operating system environments, User Group members shall have until the completion of the next fiscal budget cycle to upgrade to the requirements specified by Xerox. Xerox shall issue no recommendation to upgrade network and operating system environments until the proposed upgrade has been reviewed and endorsed by the MCCC Information Services Support Group (ISSG). This endorsement by the ISSG will not be unreasonably withheld.

In addition, MCCC and User Group members agree to cooperate with Xerox as more specifically set forth in Schedule A as required or reasonably necessary for Xerox to perform the Services, including provision and implementation of the LRMS.

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6. **XEROX PERFORMANCE WARRANTIES.** Xerox warrants that the Services will be performed by Xerox in a lawful, professional and workmanlike manner, using personnel generally deemed acceptable in the information technology industry to perform the Services that those Xerox personnel are assigned to perform. MCCC will have the right to request that Xerox remove and replace any Xerox personnel providing Services at any MCCC or User Group member facility if, in the reasonable opinion of MCCC, those Xerox personnel do not possess the skills and experience necessary to provide that portion of the Services in which those personnel are engaged, or are otherwise unsuitable. If, after discussion with Xerox and (except in extreme circumstances) an opportunity for remediation, MCCC determines that the Xerox personnel should be replaced, Xerox will promptly replace the affected personnel at no cost to MCCC.

7. **PROJECT MANAGEMENT.** Each party will designate a Project Manager who will have the lead responsibility for coordinating the Services, including communication with the other and other activities as more specifically set forth in Schedule A.

8. **NON-DISCRIMINATION.** In carrying out the terms of this Agreement, Xerox shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, gender, sexual orientation, marital status, national origin, disability, or public assistance.

9. **DATA SECURITY.** Xerox may create, modify, or have other access to valuable MCCC or User Group member confidential data collected or maintained by the MCCC and User Group members to the extent necessary to perform the obligations under this Agreement. Each party shall comply with all applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and accompanying administrative regulations ("MGDPA"), or any other applicable Minnesota laws with respect to any data provided by MCCC or User Group members to Xerox. Xerox, to the extent it creates, collects, receives, stores, uses, maintains, or disseminates data in the performance of the Services under this Agreement, shall comply with such legal requirements as if Xerox were a government entity in the State of Minnesota. The civil remedies of Minnesota Statutes §13.08 shall be applicable to the release of data by Xerox in violation of the requirements of the MGDPA, as well as any other applicable remedies.

Xerox also agrees to indemnify, save, and hold the MCCC and User Group members harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by Xerox, of any provisions of the MGDPA, including reasonable attorney's fees and disbursements paid or incurred to enforce this indemnity. If Xerox subcontracts any or all of the work to be performed under this Agreement, Xerox shall be responsible under the terms of this Section for any violation of the MGDPA in connection with a subcontract under this Agreement.

MCCC also agrees to indemnify, save, and hold Xerox harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by MCCC or any User Group member of any provisions of the MGDPA, including reasonable attorney's fees and disbursements paid or incurred to enforce this indemnity.

10. **PROPRIETARY INFORMATION.** Each party acknowledges that, in the course of performing the Services, either party may be required to disclose to the other party information of a confidential and proprietary nature including (but not limited to) information provided by or developed for MCCC ("Proprietary Information"). The parties agree that disclosure and protection of Proprietary Information under this SSA shall be subject to the terms and conditions of a standard Xerox mutual nondisclosure agreement (which is attached to and incorporated in this Agreement as Schedule C), which each party agrees to sign contemporaneous with the execution of this Agreement.

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11. SOFTWARE LICENSE. Subject to the terms and conditions of this Agreement, Xerox grants to MCCC and each participating User Group member a limited, non-exclusive, non-transferable license to use the LRMS software within the State of Minnesota for the internal governmental computing operations of MCCC and the participating User Group members ("Licensed Software"). For purposes of this Agreement and the Licensed Software, a "participating User Group member" is an MCCC county that has ratified this Agreement in accordance with Section 3 and has transitioned from the Legacy Software Support Agreement to the LRMS Maintenance and Support Agreement for the Licensed Software.

MCCC and participating User Group members may make a reasonable number of copies of the Licensed Software for archival and backup purposes, as well as a reasonable number of copies of documentation of the Licensed Software use in accordance with the terms of this Agreement.

The license granted by Xerox to MCCC and each participating User Group member under this Agreement includes computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment ("Object Code"), in accordance with the provisions of this Agreement. The license does not include source code (software written in higher-level programming languages or any comments or other programmer documentation accompanying the source code); provided, however, that Xerox and MCCC agree to enter into an Escrow Agreement in the form of Schedule D attached hereto, at Xerox's sole expense and at no cost to MCCC. In addition, at the request of MCCC, and no more than once per calendar quarter, Xerox will, at its facility in Waite Park, MN, perform a verification of the programs being sent to Iron Mountain Intellectual Property Management, Inc. ("IronMountain") This verification will include documenting for MCCC in list form all the programs being sent to IronMountain in connection with this Agreement and reviewing with the MCCC that those programs, in accordance with the build instructions sent to IronMountain, comprises all Xerox intellectual property related to: (i) LRMS and (ii) Xerox's performance of its obligations under this Agreement. Any rights not expressly granted under this Agreement are expressly reserved to Xerox.

12. INTELLECTUAL PROPERTY RIGHTS. Except to the extent of the license provided under this Agreement to MCCC and participating User Group members, Xerox warrants and MCCC recognizes and agrees that Xerox is and will remain the exclusive owner of the entire right, title, and interest in and to the LRMS, including all patents, trademarks, trade secrets, and trade names in the United States and worldwide, including any future patent, trademark, trade secret, or trade name that Xerox registers or uses in interstate commerce or worldwide with respect to the Xerox LRMS under any name, designation, or identifying nomenclature. All computer programs, software, tutorials, and related documentation, including but not limited to all Xerox intellectual property made available, directly or indirectly, by Xerox to MCCC and User Group members for purposes of this Agreement are and will remain the exclusive property of Xerox.

13. RESTRICTIONS ON USE OF THE LICENSED SOFTWARE. MCCC and User Group members understand and agree that MCCC and User Group members ("Licensees") are prohibited from causing or permitting the reverse engineering, disassembly, or decompilation of the Licensed Software. Licensees are prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services using information or records of unlicensed third party governmental units, including MCCC members who are not Licensees under this Agreement. However, these license restrictions do not apply to any Licensed Software access or use to satisfy information or document requests to that participating User Group member's individual or commercial constituents or customers. Licensees will not allow the Licensed Software to be used by, or disclose all or any part of the

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Licensed Software to, any person except employees of Licensees. Without limiting the foregoing, Licensees are permitted to allow use of the input and output sensory displays of or from the Licensed Software by third parties on a strict "need to know" basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Software. Upon request from MCCC, Xerox agrees to share a reasonable sampling of the Licensed Software under a standard Xerox nondisclosure agreement with the business partners of MCCC for evaluation of potential replacement or ancillary products, or other reasonable and customary licensee uses. Licensees will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means. Licensees are prohibited from removing or altering any intellectual property rights notice embedded in or that Xerox otherwise provides with the Licensed Software, including documentation. Licensee must reproduce each unaltered intellectual property rights notice in any full or partial copies that Licensee makes of the Licensed Software or related documentation.

14. PROTECTION OF INTELLECTUAL PROPERTY. MCCC and MCCC members shall not reverse engineer or decompile any software application provided under this Agreement or otherwise owned by Xerox. Each party agrees that it will not disclose any intellectual property of the other party to any third parties, except as specifically allowed or required under this Agreement. MCCC agrees to promptly notify Xerox, in writing, of any potential infringement of any Xerox patent, trademark, or trade name of which MCCC becomes aware. Xerox reserves all rights independently to develop, manufacture and to sell products embodying its own intellectual property rights, and to enter into collaborations or agreements with third parties with respect to the development, manufacture, and sale of products embodying that party's own or any third party's intellectual property rights. All rights, title, and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary rights relating to and the related logos, product names, and other intellectual property owned by either party that are not the subject of this Agreement are reserved.

15. INTELLECTUAL PROPERTY AND PERFORMANCE INDEMNITY. Xerox agrees to indemnify, defend, and hold MCCC harmless from any and all actions, claims, demands, costs, liabilities, expenses, and damages (including reasonable attorney's fees) arising out of, or in conjunction with, any claim that all or any part of the LRMS or any of the documentation, trade name(s), or related materials furnished by Xerox to MCCC under this Agreement ("Furnished Intellectual Property") infringe, misappropriate, or violate any confidential information, trade secret, patent, copyright, trademark, trade name, or other legal right of any third party. If any Furnished Intellectual Property becomes the subject of an infringement or other indemnifiable claim, or if in the reasonable opinion of Xerox any Furnished Intellectual Property is likely to become the subject of an indemnification claim covered by this Agreement, then Xerox shall also have the right (but not the obligation) to replace or modify the Furnished Intellectual Property within a reasonable time to make it non-infringing or cure any claimed misuse of any third party trade secret, patented process, trademark, or other intellectual property. In the alternative, Xerox may also obtain the rights necessary to allow MCCC and User Group members to continue using the Furnished Intellectual Property pursuant to this Agreement. Xerox shall be solely responsible for all costs associated with replacement or modification of the Furnished Intellectual Property or obtaining the rights necessary to allow MCCC and User Group members to continue using the Furnished Intellectual Property pursuant to this Agreement. This Section shall survive termination of this Agreement. Xerox will also indemnify, defend, and hold MCCC harmless from any claim (including any third party claim), demand, cost, liability, expense or damage (including reasonable attorney's fees) to the extent caused by any breach of warranty, or by the negligent acts or omissions of Xerox in performing the Services under this Agreement, as well as any such claims relating to the willful or fraudulent misconduct of Xerox in performing the Services under this Agreement.

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The obligations of Xerox under this Section are expressly conditioned on the following:

- (a) MCCC must promptly notify Xerox of any claim or demand;
- (b) MCCC must grant Xerox sole control of the defense of any claim and all negotiations for settlement or compromise of the claim (if MCCC chooses to represent its own interests in any such action, MCCC may do so at its own expense, but such representation must not prejudice the right of Xerox to control the defense of the claim and negotiate its settlement or compromise);
- (c) MCCC must cooperate with Xerox to facilitate settlement or defense of the claim; and
- (d) The claim must not arise from modification or use of the Furnished Intellectual by MCCC or others that is not licensed or otherwise authorized under this Agreement or explicitly by Xerox in writing.

THE FOREGOING ARE THE EXCLUSIVE OBLIGATIONS OF XEROX WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND NEGLIGENCE OR MISCONDUCT UNDER THIS AGREEMENT.

16. FORCE MAJEURE. Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent that failure is caused, directly or indirectly, without fault by the party, by fire, flood, earthquake, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes, or other governmental action; or any other cause beyond the reasonable control of the non-performing party. Any event meeting one or more of these criteria is referred to in this Agreement as a "force majeure event."

Upon the occurrence of a force majeure event, the non-performing party will be excused from any further performance or observance of the affected obligation(s) for as long as the force majeure circumstances prevail and that party continues to attempt to recommence performance to the extent possible without delay. Any party delayed in performance by a force majeure event will immediately notify the other party by telephone or other means (to be confirmed in writing within five (5) business days after initial notification) and describe in reasonable detail the circumstances causing the delay. Any force majeure event asserted by a non-performing party that remains in effect for more than thirty (30) days may require the parties to equitably modify the Project Plan to account for any delay caused by a force majeure event.

17. LIMITED SOFTWARE WARRANTY. Xerox warrants to MCCC that the Licensed Software will operate and perform in accordance with the provisions of this Agreement and the specifications and functionality set forth, attached and incorporated in Schedule A and Attachments. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, XEROX DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES NOT INCORPORATED INTO THIS AGREEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IMPOSED BY LAW OR WHICH COULD OTHERWISE ARISE IN CONNECTION WITH PERFORMANCE BY XEROX UNDER THIS AGREEMENT.**

This limited warranty will be null and void if any of the following occur:

- (a) MCCC, any User Group member, or any third party other than Xerox or a third party explicitly authorized in writing by Xerox modifies the Licensed Software, or otherwise attempts to reverse engineer, disassemble, or decompile the Licensed Software;

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- (b) The Licensed Software has been damaged through the negligence or misconduct of MCCC or any User Group member or as a result of failure to operate the Licensed Software in accordance with the operating instructions of Xerox;
- (c) A force majeure event occurs, or if the Software is exposed to unusual physical or electrical stress (but only to the extent caused by the force majeure event or unusual exposure and subject to subsequent repair, restoration from backup, replacement of delivered Licensed Software; or
- (d) MCCC or an affected participating User Group member does not implement changes that Xerox provides to correct or improve the Licensed Software within 30 days of such provision.

18. LIMITATION OF LIABILITY. Except for liability for infringement of intellectual property rights, MGDPA or other violations of applicable law, or liability for tort claims resulting in bodily injury or real or tangible personal property damage, **NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY "NON-DIRECT DAMAGES") RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; OR EVEN IF UNDER APPLICABLE LAW THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES. XEROX AND MCCC ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL THE LIABILITY OF EITHER PARTY, IF ANY, FOR ANY CLAIMS WHATSOEVER OR FOR ANY REASON WHATSOEVER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEED THE GREATER OF THE FOLLOWING DOLLAR AMOUNTS: (1) ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00); (2) APPLICABLE INSURANCE CLAIMS PROCEEDS UNDER POLICY COVERAGE REQUIRED UNDER THIS AGREEMENT, IF ANY; OR (3) THE AMOUNT OF FEES ACTUALLY PAID BY MCCC TO XEROX DURING THE TERM OF THIS AGREEMENT.**

19. TERMINATION FOR DEFAULT. Except where provided otherwise in this Agreement, a party to this Agreement shall be deemed to be in default under this Agreement if that party fails in any respect to perform any material obligation under this Agreement and does not cure that failure within thirty (30) days after receipt of written notice from the other party. The notice shall specify in detail the claimed failure and any requested cure for curable defaults. MCCC will be deemed in default if it fails to pay when due undisputed amounts owed to Xerox and MCCC fails to cure that failure within thirty (30) days after receipt of written notice by Xerox. If the party in default does not cure the default within the thirty (30) day cure period, the other party may terminate this Agreement for default.

20. EFFECT OF TERMINATION. The termination of this Agreement for any reason shall not affect: the rights and obligations of the parties to account for and payment of any amounts for which either party is obligated to the other party by virtue of transactions or events that occurred prior to the effective date of termination (other than for terminations completed under Section 3 above); or any other liability or obligation which either party has to the other under this Agreement and which by its nature would be expected to survive such termination.

21. INSURANCE REQUIREMENTS. Xerox shall furnish MCCC an original standard ACORD form type certificate of insurance for any type of insurance required to be carried by Xerox under this Agreement, and/or required in order to comply with any State or federal law or

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regulation applicable to this Agreement before work commences. Insurance companies must be authorized to do business in the State of Minnesota. The certificate of coverage must be provided to MCCC within thirty (30) days after the Effective Date or prior to commencement of any work covered by that insurance under this Agreement, whichever occurs first. Xerox shall provide at least ten (10) business day's prior written notice to MCCC of any pending or proposed cancellation and shall include MCCC as an additional insured for claims caused by the negligent acts or omissions of Xerox in relation to commercial general liability and business automobile liability, which may be met through a blanket additional insured basis.

The MCCC and User Group member counties must be listed as an Additional Insured for claims caused by the negligent acts or omissions of Xerox in relation to commercial general liability and business automobile liability, which may be met through a blanket insured basis.

MCCC shall have the right to immediately terminate this Agreement with notice and pursue available legal remedies if Xerox does not provide the required ACORD certificates, or is otherwise not in compliance with the insurance requirements in this Section. At its sole option, MCCC may also obtain replacement coverage at any time and at the expense of Xerox upon discovery of any failure to maintain any coverage required under this Section. Xerox shall require its agents and subcontractors to also carry and maintain the insurance required under this Section.

Specifically, unless otherwise required by law or regulation, Xerox shall maintain and furnish satisfactory evidence of the following insurance coverage, standards, and rights:

- (a) **Workers' Compensation Insurance:** Xerox will provide Workers' Compensation insurance for all Xerox employees and, in case any work is subcontracted, Xerox will require each subcontractor to provide any applicable required Workers Compensation insurance in accordance with the statutory requirements of the state of Minnesota. Employer's Liability Coverage minimum limits shall be in each case, the greater of the minimum coverage requirements of Minnesota law, or any of the following:
 - Bodily Injury by Accident: \$500,000 each accident.
 - Bodily Injury by Disease: \$500,000 each employee.
 - Bodily Injury by Disease: \$500,000 policy limit.
- (b) **Commercial General Liability:** Xerox will maintain insurance protecting Xerox and MCCC from claims for damages for bodily injury, including death, as well as from claims for property damage including loss of use which may arise from operations under this Agreement, by Xerox employees providing services under this Agreement. Unless otherwise specified within this Agreement, the Xerox insurance minimum amounts will be \$1,500,000 per occurrence and \$3,000,000 general aggregate – combined single limit. In addition, the coverage for bodily injury and property damage, products and completed operations liability, blanket contractual liability, and personal and advertising injury should be included.
- (c) **Commercial Automobile Liability:** If any business vehicles are used by Xerox for business purposes during this Agreement, Xerox will maintain business automobile liability insurance. Unless otherwise specified within this Agreement, the minimum insurance coverage amount will be one million and five hundred thousand dollars (\$1,500,000) per accident or occurrence combined single limit for bodily injury and property damage. In addition, the coverage for owned, hired, and non-owned vehicles should be included.

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- (d) Professional Errors and Omissions Liability Insurance: Unless otherwise specified within this Agreement, Xerox insurance minimum limits will be as \$2,000,000 per claim and \$4,000,000 annual aggregate. This coverage shall include loss, due to the negligent acts, errors, or omissions of Xerox in providing the Services.
- (e) Xerox must include legal defense within the liability policy limits; and shall obtain insurance policies from an insurance company having an "AM BEST" rating of A- VIII or better.

22. INDEPENDENT PARTIES. This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or other business organization of any kind. Xerox and MCCC (and Xerox and each member of MCCC) are independent parties and neither shall act as an agent for or partner of the other for any purpose, and the employees and agents of one party shall not be deemed the employees or agents of the other party. Each party shall be solely responsible for its own debts and payment of all compensation owed to its employees, including payment of any taxes related to employment and workers' compensation insurance. Each party shall be solely responsible for payments to any lower-tier subcontractors, consultants, or other persons providing goods or services to that party. Each party shall be responsible for its own federal, state, and local income, sales, use, and other taxes. Nothing in this Agreement shall give either party any right to make commitments of any kind for or on behalf of the other without the prior written consent of the other party.

23. NOTICES. Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be delivered by hand, first class mail (postage prepaid), or express delivery service to the person indicated below, unless either party notifies the other party, in writing, of a change in the designated addressee:

To Xerox:

Xerox State & Local Solutions, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031

Attn: Contracts Department

To MCCC:

Minnesota Counties Computer Cooperative
100 Empire Drive - Suite 201
St. Paul, MN 55103

Attn: Executive Director

With Copy to:

Xerox State & Local Solutions, Inc.
130 Division Street
Waite Park, MN 56387

Attn. Director – Property Tax Systems

24. ASSIGNMENT. This Agreement shall be binding on and shall benefit the parties and the successors and permitted assigns of each party. Notwithstanding the binding nature of this Agreement, neither party may assign or otherwise transfer this Agreement or any rights, duties, nor obligations under this Agreement except to a corporate parent, subsidiary, or affiliate without the prior written consent of the other party, and any attempt to make an assignment without prior written consent shall be void.

25. HEADINGS. The HEADINGS used in this Agreement are for reference only and have no independent legal meaning and impose no obligations or conditions on the parties.

26. SEVERABILITY. If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and

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conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

27. GOVERNING LAW AND VENUE. This Agreement shall be governed by, interpreted, construed, and enforced solely and exclusively in accordance with the internal laws of the State of Minnesota, without reference to the principles of conflict of laws or Minnesota conflict of laws rules, and disputes shall be adjudicated or otherwise decided in the state or federal courts of Minnesota. Each party hereby irrevocably consents to the jurisdiction and venue of such courts.

28. DISPUTE RESOLUTION Except for any disputes involving the actual or potential disclosure or other unauthorized use of any trade secret or other confidential information, which may be filed at any time and in any court of competent jurisdiction, any dispute between the Parties arising out of this Agreement, its performance or its claimed breach by either party shall be referred in the first instance to the Parties' respective Project Managers for resolution. If the Parties' Project Managers are unable to agree on a resolution to such dispute within five (5) working days from the date upon which it is referred to them, it shall be referred to Xerox Senior Management and the MCCC Executive Committee for resolution. If Xerox Senior Management and the MCCC Executive Committee are unable to agree on a resolution to such dispute within five (5) working days from the date upon which it is referred to them, the Parties will make a good faith effort to agree upon a further process for resolving it. If the dispute is referred to the Parties' respective Project Managers, the Parties shall within ten (10) working days, commence a mediation session by notice of selection of a third party, neutral mediator and a proposed time and date for the mediation. If the other Party does not propose an alternative mediator, then the mediation shall occur before the first named mediator proposed. If the other party does propose an alternative mediator, then the two proposed shall promptly jointly select a third party, neutral to act as the sole mediator. The mediation shall take place in Minnesota and all mediator fees shall be equally shared by the Parties. If the Parties are able to reach a resolution of the dispute, the resolution so reached shall be memorialized in writing and shall, upon the mutual written consent of both Parties, become part of this Agreement. If the Parties are unable to resolve the dispute through mediation, either Party shall be free to terminate mediation and commence suit against the other with respect to the subject matter of the dispute in any court as authorized in this Section. The running of any statute of limitations or other limitation period applicable to any particular dispute shall be tolled for a period of thirty (30) days from the date upon which that dispute is first referred to the Parties' project Managers for resolution.

29. ENTIRE AGREEMENT. The contents of this Agreement (including all exhibits, schedules or other documents specifically incorporated by reference in this Agreement) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written, or oral, not specifically incorporated by reference in this Agreement in accordance with their terms; provided, however, that this Agreement shall not supersede, alter or otherwise modify any terms of the current Legacy Software license and Legacy Support Agreement(s), which shall remain in place in accordance with their respective terms. The terms and conditions of this Agreement shall not be amended or otherwise modified except by written agreement signed by both parties. In the event of any conflict or inconsistency between the provisions of this Agreement, the LRMS Maintenance and Support Agreement and any exhibit, schedule or other documents incorporated by reference, the provisions of this Agreement shall control.

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IN WITNESS WHEREOF the authorized representatives of the parties execute this Agreement:

Xerox State & Local Solutions, Inc.

Michael L. Moore
Authorized Signature
SVP, MANAGING DIRECTOR
MICHAEL L. MOORE
Name and Title (Type/Print)

Minnesota Counties Computer Cooperative

Gary Grossinger
Authorized Signature
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Title: Executive Board Chair

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SCHEDULE A

STATEMENT OF WORK

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1. Statement of Work (SOW)

This Statement of Work ("SOW") describes the Xerox Land Records Management Solutions ("LRMS") and related Services that Xerox State & Local Solutions, Inc. ("Xerox") will provide to the Minnesota Counties Computer Cooperative ("MCCC") as part of the Software Services Agreement between the parties (in which this SOW is incorporated by reference) and identifies certain corresponding obligations of Xerox and MCCC associated with this project. This document defines the responsibilities, activities, and deliverables required to deliver the LRMS to MCCC and provide the Services and support required to deliver and implement LRMS for MCCC and the members of MCCC that will be using the LRMS.

Glossary of Terms:

BAA	Business Area Analysis
CAMA	Computer Aided Mass Appraisal
LRF	Land Records Framework
LRMS	Land Records Management Solutions
SME	Subject Matter Expert
SSA	Software Services Agreement
UAT	User Acceptance Testing

1.1 LRMS and Project Overview

Xerox will provide the MCCC with a replacement product for currently used IBM iSeries CamaUSA and the ACS Property Tax System software products. The new product, the Land Records Management Solutions ("LRMS"), will provide software functionality and data elements that produce a fully integrated appraisal, assessment administration, and billing and collections system. To accomplish this, Xerox will use existing functionality and enhancements specifically identified in this SOW and further defined during the BAA process to provide functionality in accordance with the specifications identified in Attachment A (Functional Specifications) and Attachment B (Technical Specifications), which are attached to and incorporated by reference in this SOW. The look and feel of the LRMS and operation of the implemented features will be different from the current IBM/ACS legacy software due to differences in the LRMS platform and development environment.

1.2 Product Deliverables

Xerox will deliver the Xerox LRMS as a fully integrated property appraisal and tax management system, and all specified interfaces, reports, workflows, technical architecture design and system configuration, as described in this SOW. The Xerox LRMS (version 10.x) will include both Assessment Office for Minnesota and Billing and Collections Office for Minnesota. Data integration and interface services that are currently present in the legacy Xerox PTS and CamaUSA software for the Manatron tax system and the Vanguard Appraisals, Inc., appraisal system are included within the base LRMS license and service agreement. These interfaces are included in this SOW regardless if they are mentioned or unmentioned elsewhere in this SOW. The cost of these interfaces is included in the base pricing.

1.3 The MCCC acknowledges that currently implemented processes, procedures, and reports within their AS400 environment will change when LRMS is implemented. Xerox, working in conjunction with MCCC, will use all reasonable efforts to ensure the impacts of these changes are understood and documented in the Business Area Analysis reports (see Section 7. Project Phases & Phase Deliverables).

Xerox will work closely with the MCCC to ensure that user processing time is equivalent to existing processing time for major business functions (as defined in Attachment A. Functional Specifications). MCCC acknowledges

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that users will experience a learning curve in using LRMS for the first time, and that user processing time will improve with use of the new system. For the purposes of clarity, MCCC and Xerox will identify 10-15 business functions to be measured end to end (including user entering data, data processing by the application, etc...) and compared to the time taken in the legacy system. Xerox and the MCCC agree that after comparing end to end functionality and timings between LRMS and the legacy system that Xerox has met this goal if the LRMS system takes equivalent or less time on 90% of all identified business functions. The amount of time each identified business function in the legacy system takes will be documented in the Business Area Analysis.

Prior to completing the Business Area Analysis report and the acceptance of the report by the MCCC any enhancement or update due to legislative changes or state requirements will be included as part of the overall scope of this project. Upon acceptance of the Business Area Analysis report, changes due to legislative or state requirements changes will need to be identified as a Change Request. Provided that MCCC has paid to have these changes made in the Legacy System, they will be included in LRMS without further charge to the MCCC.

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2. Project Scope

The delivery of LRMS will be accomplished with Xerox & MCCC-defined milestones and deliverables grouped into five (5) project phases (with associated payment schedules). The project will be managed through an overall project plan that will be further defined by the parties during Phase 1.

Each phase and the overall implementation process will be tracked against the project plan. Each phase will require acceptance by MCCC of specific deliverables (described in the Deliverable Management section of this SOW. After all phases are formally accepted by the MCCC, the project will be considered complete as a fully integrated property appraisal and tax management LRMS.

Xerox agrees to deliver, install and have successfully operating the LRMS 10.x Assessment Administration and Billing & Collections in a Minnesota county by January 31, 2017. To verify that a Minnesota county has installed and is successfully operating the LRMS 10.X tax software, Xerox must provide the MCCC with a document signed by an authorized representative of the county that has installed and is successfully operating the LRMS 10.X tax software. The documentation must state that the LRMS 10.X tax software has been installed in the county's live system and that the county is successfully operating the LRMS 10.X tax software in their live system as the county's only tax system software. This documentation shall be provided by Xerox to MCCC no later than February 1, 2017.

2.1 Project Phases

2.1.1 Phase I – Planning and Analysis

Phase I will consist of project planning, requirements analysis, and a Business Area Analysis (BAA). The BAA process will review all system configuration and specification needs of the MCCC and verify all expectations of deliverables that are established as part of this SOW.

2.1.2 Phase II – Configuration, Conversion, Interface, and Test

The configuration for the project builds on the results of the BAA in Phase I. Xerox will produce a final project plan based on the analysis results in consultation with MCCC ("Project Plan"). The Project Plan will include a detailed schedule of the various tasks and work plans needed to complete all aspects of the project, including configuration, conversion, interfaces, testing and acceptance terms for the LRMS.

2.1.3 Phase III – Training

Xerox will train the MCCC member counties on the new product in Phase III. The training methodology is further defined in Section 7.

2.1.4 Phase IV – Implementation

Xerox and MCCC will implement the configured LRMS during Phase IV. Implementation will consist of system cutover to a production environment and transition to the LRMS Support Plan. The LRMS Support Plan defines the services that will be part of post-implementation support.

2.1.5 Phase V – Project Closure

Phase V defines formal project closure to the first four phases of the project.

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2.2 Preliminary LRMS Map

The following chart describes the four (4) key functional areas associated with this project (Assessment Administration, Appraisal, Property Tax, and Enterprise Architecture), the related MCCC functions associated with each area, and the key project components that will be delivered. In order to further clarify, any additional components listed within Attachment A (Functional Specifications) are also included as project deliverables.

MCCC FUNCTION MAPPING TO THE PROJECT LRMS COMPONENTS

Functional Area	MCCC Function	Project LRMS Components
Assessment Administration	Track Ownership & Interest Classify Property Manage Property Records	Parcel Information Owner/Parties Jurisdictions, UTA Personal Property Manufactured Homes Classification Homestead Tax Increment Financing Job Opportunity Building Zones (JOBZ) Estimated Market Value (EMV), Taxable Market Value (TMV), Referendum Market Value (RMV) & Tax Capacity Deferral Programs Exclusions Special Assessments Powerline
Appraisal	Establish Property Values Prepare the Assessment Roll Submit Required State Reports	Building Components Land Classes Geographical Interface Systems (GIS) Certificate of Real Estate Value (CRV) Sales Analysis Comparable Sales Analysis Income Valuation Regression Analysis Sketch Tool Valuation Table Maintenance
Tax	Manage Levy Determine Tax Collect & Distribute Tax Administer Delinquencies Manage Tax Forfeited Properties Manage Information	Levies/Tax Rates Tax & Credit Calculations Truth in Taxation Notices Tax Statements Online Collection Cash Services Pre-Payments Non-Tax Billing Escrow Processing ACH Payments Refund Authorization Estimated & Actual Distributions Levy Book General Ledger Transactions Adjustment Processing Appeals Delinquency Processing Confession of Judgment Forfeiture Processing

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Functional Area	MCCC Function	Project LRMS Components
Enterprise Architecture	Workflow Management Reports Management GIS Field Devices Access to comments/notes On-line Help & Knowledge Base Batch Systems Web Services Integration APIs Security Administration System Configuration, including Business Rule Management	<ul style="list-style-type: none"> • Workflow Management • Reports Management • GIS • Field Devices • Access to comments/notes • On-line Help & Knowledge Base • Batch Systems • Web Services • Integration APIs • Security Administration • System Configuration, including Business Rule Management

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3. Project Timeline

The project timeline reflects a multi-phased approach. As part of the planning process, the Xerox project manager will create a detailed Project Plan and provide updates as required. Mutual Xerox and MCCC approval will be required for modifications to the originally accepted Project Plan through the use of written change orders. The Project Plan will be reviewed and refined with MCCC as part of each phase review meeting. The estimate of the overall project timeline is April 2013 – December 2018. This timeline includes all phases of the project (Business Area Analysis (BAA), Configuration, User Acceptance Testing (UAT), the installation the pilot counties and the installation of the remaining counties).

3.1 Timeline for Project

Each phase will address both the Property Appraisal and Tax Management areas. Resources will be assigned by both parties to meet the LRMS delivery goal of forty-five (45) months (not including ongoing post-implementation support). Risk mitigation and change control processes will be strictly followed to ensure timely delivery and installation of LRMS based upon the project timeline that is mutually adopted by the parties (and as may be modified from time to time by written agreement of the parties).

3.2 Project Start

Project work will commence on the Effective Date of the Software Services Agreement (“SSA”).

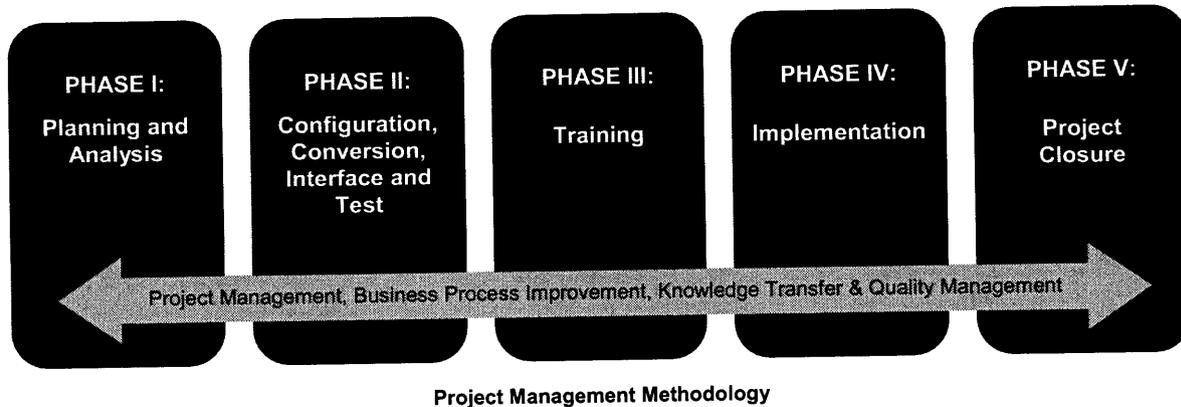
3.3 Project Completion

The Project Plan will have an approved time schedule agreed to by the parties as part of Phase I. At the same time, estimated schedules for all of the subsequent phases will be defined. Final schedules for Phases II through V will be determined and approved at the conclusion of each preceding phase. All dates set forth in each phase plan will be approved by Xerox and MCCC, subject to the terms and conditions of the SSA regarding timely delivery of software and services.

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4. PROJECT MANAGEMENT METHODOLOGY

Xerox will provide overall project management for each phase of the project. The project methodology is an adaptation of best practices surrounding a basic “waterfall” approach. This methodology facilitates scope definition, identifies requirements, provides detailed analysis, and defines configuration. This project will address appraisal, assessment administration, tax management, data migration, infrastructure, and integration.



4.1 Defined Parallel Methodologies

Parallel steps in the project management methodology are addressed in every phase of the project. These parallel (Project Management, Business Process Improvement, Knowledge Transfer, and Quality Management) are defined as follows:

4.1.1 Project Management

Project management is a disciplined approach to managing the project throughout its lifecycle.

4.1.2 Business Process Improvement

Business process improvement is the redesign or validation of existing business processes to align them with MCCC organizational goals, improve productivity, and leverage available technology.

4.1.3 Knowledge Transfer

Knowledge transfer is the act of transferring knowledge from one individual to another by means of mentoring, training, documentation, and other collaboration. Throughout this project; knowledge will be transferred informally between team members, and more formally through team and end user training.

4.1.4 Quality Management

Quality management will consist of the processes and systems required to establish and maintain quality throughout all phases of the project, including three components: quality control, quality assurance, and ongoing business process improvement.

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4.2 Project Management Components

Xerox will provide a Project Manager to oversee all project services. The Xerox Project Manager will work closely with the MCCC Project Manager to coordinate project activities and resources, provide project status reporting, and ensure quality of Xerox deliverables. Xerox project management services will consist of:

4.2.1 Project Kick-Off Planning and Organization

Project Planning and Organization tasks consist of the establishment of the Xerox project team and the provision of an MCCC kick-off meeting. During the MCCC kick-off meeting, Xerox will meet with the MCCC Project Team members to provide a project overview, discuss project expectations, and review intended outcomes. Xerox and the MCCC Project Team will begin the review and development of the initial Project Plan.

4.2.2 Project Plan

The MCCC Project Manager will maintain the approved Project Plan that incorporates both Xerox and MCCC assigned tasks. The Project Plan will describe tasks, estimated duration, task dependencies, and estimated start and completion dates for work. The Project Plan will also define associated deliverables and resources.

The Xerox Project Manager will work with the MCCC Project Manager and representatives of the Pilot Counties monthly to discuss, reach agreement and incorporate adjustments to the schedules and task assignments in the Project Plan. The Xerox Project Manager will update the Project Plan and deliver a revised Project Plan to the MCCC. After both parties sign the revised Project plan, the revised project Plan will be adopted going forward.

The initial detailed Project Plan will be developed in conjunction with the MCCC Project Manager and representatives of the Pilot Counties and will be submitted for acceptance by MCCC within thirty (30) days after the Effective Date of the Agreement. Specific scheduled tasks that do not depend on the approved Project Plan will not be delayed if the start date of those tasks actually would occur before final Plan acceptance.

A sample Project Plan is included in the Forms Addendum to this SOW.

4.2.3 Communication Plan

The Xerox Project Manager will develop and consistently maintain a plan defining the various forms of communication utilized throughout the project ("Communication Plan"). The Communication Plan will define the methods of communication, the frequency of each type of communication, and the role of each team member role in communication.

As part of this Communication Plan, the Xerox Project Manager will work closely with the MCCC Project Manager to communicate issues relating to project status, justifications for variances in schedules, recommendations for changes, and technical information. If any implementation issues occur that cannot be resolved by the Xerox Project Manager and the MCCC Project Manager, the following Dispute Resolution procedure will be followed to facilitate timely resolution of issues.

Dispute Resolution Procedure - Except for any disputes involving the actual or potential disclosure or other unauthorized use of any trade secret or other confidential information, which may be filed at any time and in any court of competent jurisdiction, any dispute between the parties arising out of this Agreement, its performance or its claimed breach by either party shall be referred in the first instance to the Parties' respective Project Managers for resolution. If the parties' Project Managers are unable to agree on a resolution to such dispute within five (5) working days from the date upon which it is referred to them, it shall be referred to Xerox Senior Management and the MCCC Executive Committee for resolution. If Xerox Senior Management and the MCCC Executive Committee are unable to agree on a resolution to such dispute within five (5) working days from the date upon which it is referred to them, the Parties will make a good faith effort to agree upon a further process for resolving it. If the dispute is not resolved and agreement upon a process for resolving it is not reached within ten (10) working days after the dispute is referred to the parties' respective Project Managers, the Parties shall, within ten (10) working days, commence a mediation session by notice of selection of a third party, neutral mediator and a proposed time and date for the mediation. If the other Party does not propose an alternative mediator, then the mediation shall occur before the first named mediator proposed. If the other party does propose an alternative mediator, then the two proposed shall promptly jointly

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select a third party, neutral to act as the sole mediator. The mediation shall take place in Minnesota and all mediator fees shall be equally shared by the Parties. If the Parties are able to reach a resolution of the dispute, the resolution so reached shall be memorialized in writing and shall, upon the mutual written consent of both Parties, become part of this agreement. If the Parties are unable to resolve the dispute through mediation, either Party shall be free to terminate mediation and commence suit against the other with respect to the subject matter of the dispute. The running of any statute of Limitations or other limitation period applicable to any particular dispute shall be tolled for a period of thirty (30) days from the date upon which that dispute is first referred to the parties' Project Managers for resolution."

4.2.4 Responsibility Matrix

The Xerox Project Manager will develop a matrix defining the various project activities and deliverables ("Responsibility Matrix"). For each project activity and deliverable, this Responsibility Matrix will define each Xerox and MCCC project team member's responsibility. The Responsibility Matrix will be maintained and revised (as necessary) throughout the course of the project.

.2.5 Risk Management

The Xerox Project Manager will establish an action item database to track items that arise during the execution of project activities. Action Items will be assigned a unique identifier, requesting person, description, date, and closure responsibility. The Xerox Project Manager will review open action items on a monthly basis with the MCCC Project Manager.

The Xerox Project Manager will consistently evaluate and monitor action items that have the potential of adversely affecting project cost, schedule, or other risks. After a potential risk is identified, it will be assessed for criticality. If deemed critical, mitigation plans will be developed and reviewed with the MCCC Project Manager.

4.2.6 Status Updates

The Xerox Project Manager will submit monthly status updates to the MCCC Project Manager.

The updates will provide specific information regarding:

- Activities completed during the reporting period
- Activities in progress
- Activities planned during the next reporting period

4.2.7 Deliverable Management

Review and approval process is vital to the successful and timely completion of project deliverables. In order to avoid unnecessary delays in the project schedule for approval and assisting Xerox achieve timely project delivery, MCCC agrees to review each Xerox deliverable and release thoroughly, completely, and in a timely manner.

Xerox is responsible for the submission of deliverables to MCCC, or to an MCCC Member County at the direction of the MCCC Project Manager, for review and approval according to the agreed-upon Project Plan. Xerox shall document each deliverable in a Delivery Confirmation within five (5) business days that sets forth the nature and condition of the deliverable and the date of delivery. If the content of the delivery is consistent with the Xerox description in the Delivery Confirmation, the MCCC Project Manager will countersign the Delivery Confirmation to indicate receipt of the contents of the deliverable.

MCCC will provide formal written acceptance or rejection of each deliverable within ten (10) MCCC business days following the date on which the Delivery Confirmation is countersigned by MCCC. After review of the deliverable, MCCC may reject a deliverable only if it fails to materially comply with the respective approval criteria (i.e. configuration specifications defined in this SOW or other specifications identified in related Change Orders). MCCC agrees that it will not refuse acceptance of any deliverable that materially complies with the acceptance criteria. MCCC will provide all comments in writing (via email or fax) on a deliverable within the ten (10) day comment period, providing reasonable detail sufficient to identify any deviation from the acceptance criteria. If MCCC does not provide written acceptance or rejection within the ten (10) day comment period, then that deliverable will be deemed accepted.

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If all or part of a deliverable is rejected, Xerox will use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items to MCCC as promptly as possible. After Xerox delivers a revised deliverable, MCCC will review and provide a written acceptance or rejection of the revised deliverable within ten (10) MCCC business days, in accordance with the acceptance criteria. If MCCC does not provide written acceptance or rejection within ten (10) MCCC business days, then the revised deliverable will be deemed accepted. If the parties are unable to agree upon whether a deliverable materially satisfies the acceptance criteria, both parties agree to utilize the dispute resolution procedures in the Software Services Agreement (SSA) in an expedited manner in order to minimize any impact on the Project Plan schedule.

4.2.8 Change Control Management

Change control is a formal process to manage changes to the project, including changes to requirements, specifications, scope, approved processes, procedures, or other aspects of the Project Plans. Through the change control process, the impact of the proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, reported, and approved or rejected. The mutual written agreement of the parties will be required to effect a change to the project.

Once any project document is approved, any changes to that document must go through the change control process, as follows:

4.2.8.1 Change Request Form

A Change Request form will be completed by the person requesting the change ("Change Requestor"), which can be any project stakeholder, and submitted by the MCCC Project Manager to the Xerox Project Manager for review. The form will describe the change being requested, the recommended solution, and any other pertinent information needed to review the change.

4.2.8.2 Change Validation

An individual designated by the Xerox Project Manager will review and provide an analysis of the requested change ("Change Validation"). The evaluation will provide Xerox and MCCC Project Managers the information to jointly determine if the requested change is a change request (significant enough to impact cost, schedule, or resources) or if the requested change should be placed on the Action Item Database (i.e. Xerox product, MCCC specific code, or data defects).

If the item is placed on the Action Item Database, the Xerox and MCCC Project Managers will jointly designate an impact level (1=major, no work around identified, 2=major, with work around, 3=minor) and the source of the defect (Xerox Tax System base code, MCCC pre-conversion data, MCCC post-conversion data, MCCC specific code, or other source).

4.2.8.3 Initial Impact Analysis

A further analysis will be performed at the direction of the MCCC and Xerox Project Managers to determine impact of the change on business processes, product release schedules, technical infrastructure, contractual agreements, project budget and schedule, project and ongoing resource requirements, and other recurring costs or savings ("Initial Impact Analysis"). The Initial Impact Analysis will be documented on a Change Request Form. Change Requests that require significant changes to budget, scope, or timeline will be escalated to the appropriate management level in both organizations based on the size of the impact.

4.2.8.4 Detailed Impact Analysis

A further and more comprehensive analysis will be completed by evaluator(s) assigned by the Xerox Project Manager ("Detailed Impact Analysis ") for each proposed option in recommended priority order (i.e., 1 of 3 is the recommended solution, 3 of 3 is the least desirable).

- The affected requirements must include all known documents and components that will need to be updated when the change is implemented including scope, Xerox developments, development specifications, form and reports, test plans, and other affected materials, processes, specifications, requirements, and plans.
- The Change Request and each analysis must include a description of the proposed change.

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- The impact on cost will be documented as hours of estimated work by resource (programmers, analysts, testers, technical writers, and others.). All travel required for a Change Control Request will be based on actual travel costs.
- The impact on schedule will reflect any project delays anticipated as a result of implementing the request. If time delays can be mitigated with additional resources, this will be noted in the impact analyses.
- The impact on resources will reflect any special resource requirement(s) (such as additional or upgraded hardware, staff experience, or other resources) that will have to be acquired, re-assigned, or otherwise impacted, as well as recommendations on the method of obtaining these resources.

4.2.8.5 Detailed Impact Analysis Review Results and Approvals

The Detailed Impact Analysis results will be reviewed by the MCCC and Xerox Project Managers. The MCCC and Xerox Project Managers will jointly select the recommended solution to be implemented.

If the Project Managers approve the change, the Project Managers will sign the Change Order and the Xerox Project Manager will add the change to the Project Plan for implementation.

If the Project Managers do not approve the change for implementation, the Project Managers may do one of the following:

- Defer the Change Request for reconsideration on a future date.
- Reject the Change Request and closed the file.

4.2.8.6 Implementation

After implementation of a Change Order has been approved and assigned as work, the Xerox Project Manager will be responsible for updating the Project Plan with the appropriate changes.

4.2.8.7 Verification and Closure

Verification of the change will be performed by personnel not directly involved with implementing the change. When the Xerox Project Manager is notified that a Change Order has been successfully implemented, the status of the request in the Action Item database will be updated, the change related documentation will be archived, and the request closed. The MCCC Project Manager or Xerox Project Manager, or both (as applicable) will include a report of the status time period that lists all new change requests, open change requests (indicating status), and closed change requests. The Xerox Project Manager and the MCCC Project Manager will agree on signoff criteria for change control items before signing a Change Order.

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5. QUALITY ASSURANCE

5.1 Quality Assurance (QA) Plan

A quality assurance plan will be developed during Phase I that will define the quality activities to be conducted for the project including all product deliverables ("QA Plan"). The QA Plan establishes all QA activities, responsibilities, and objectives for the project team and will be used as a high-level guide establishing a quality system throughout the project.

5.2 Key Quality Assurance (QA) Plan Components and Tests

5.2.1 Test Data Environment

Test data will be available in the test environments.

5.2.2 Application Code Testing Schedule

Application updates to the testing environment will be completed, allowing adequate time to complete the execution of all tests within the deadlines specified in the Project Plan.

5.2.3 Software/Code Change Management

Software/code changes will be installed and will comply with the build schedule and project plan.

5.2.4 MCCC System Performance Testing

The MCCC will lead the system performance testing, including automated load testing and redundancy testing, to ensure that the LRMS deliverable meets the requirements set forth in this SOW. Xerox will consult with MCCC on hardware requirements and configuration, overall system performance optimization, and database tuning (including load testing and redundancy testing). Xerox will establish internal testing processes that simulate the standard MCCC county business operations (as defined by MCCC) as those processes occur throughout the Minnesota property tax lifecycle. This process cannot replicate every possible combination of simultaneous stress, load, and performance that may exist within the each participating MCCC member environment, but will be designed to as realistic as possible.

5.2.5 QA Tests

The following is the list of QA tests (indicating the responsible party) that will be completed during the project:

- Unit Testing (Xerox)
- System Testing (Xerox)
- Data Conversion Testing (MCCC)
- User Acceptance Testing (MCCC)
- Pilot Implementation (MCCC)
- Performance Testing (MCCC)
- Production Certification (MCCC)

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5.3 Quality Assurance (QA) Change Management

All problems, required fixes or changes, and any other concerns or issues identified during the QA testing process will be documented and communicated to the Project Managers and the project team as soon as they are identified. Validation of any identified changes will be based on a range of tolerance values for resulting data outcomes as defined by the QA Test plan. If results are outside the acceptable range, errors in Xerox processing will be corrected and the associated modules retested.

Xerox will test all reports, interfaces, and customizations prior to delivery of new software releases and patches. MCCC will perform user acceptance testing after delivery, verify the results, and accept the deliverable or change in accordance with the procedures established in this SOW. The Defect Resolution Process (Section 5.4) will be used in the case of retesting and to resolve any failure points.

5.4 Defect Resolution Process

The Xerox Project Manager will document, evaluate, track, and report to MCCC any identified potential defects throughout the project. The report or defect resolution document will contain summary information regarding the number of defects opened or closed within each priority status category. Any unresolved defects will be reviewed with the MCCC Project Manager to assign the appropriate priority. The Xerox Project Manager will coordinate and work with the development staff to correct the defects. As the fixes are completed by the developers and made available to the QA team, the software will be retested and status reported to the Xerox Project Manager. The Xerox and MCCC Project Managers will review and sign-off when the defect has been corrected.

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6. TRAINING METHODOLOGY

Training will be designed to prepare MCCC project team members, testers, and trainers to work effectively on the project and prepare end users to use the LRMS product. When Phase II has been completed, Xerox will provide training for an initial group of participating MCCC counties ("Pilot Counties"). Once these Pilot Counties are fully implemented and working "live", Xerox will conduct training for the remaining MCCC member counties.

6.1 Xerox Training Goals

The Xerox training approach will be designed to achieve the following goals:

- Provide training that supports and reinforces operational workflow
- Address specific learning requirements
- Provide "just-in-time" training (i.e., just before go-live) to promote higher levels of user acceptance

6.2 Xerox Training Methodology and Target Audience

The project training will follow standard instructional design methodology, including analysis, design, development, implementation, and evaluation.

The Xerox Team will deliver training for the following groups:

- *End Users*
Provide train the trainer sessions to prepare key, identified county personnel to use the systems to perform distinct tasks and support additional county staff after implementation. Additional on-site "go-live" training will be conducted at the time of implementation of the LRMS in each MCCC member county.
- *Administrators*
Provide key staff with the training required to administer the systems
- *Technical Users*
Provide key staff with the training required to maintain the systems on an ongoing basis
- *Trainers*
Provide county trainers with instruction on how to use LRMS and how to train others to use LRMS ("train the trainer").

6.3 On-Site Training

Xerox will provide on-site training for each participating MCCC county during the installation process.

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6.3.1 Train-the-Trainer

Xerox will provide in-depth training for key participating MCCC county staff at the Xerox Waite Park, MN office.

6.3.2 Task-Based Training

Individual participating MCCC county staff will be trained before go-live on the functions performed by them on a daily basis. This "just-in-time" training will be conducted during implementation by Xerox and the county staff that received the train-the-trainer training.

6.3.3 Training Curriculum

Xerox will consult with MCCC throughout the project in the development of a training curriculum that will be supported by various tools currently being used by Xerox, including web-based training, instructor-led training, and hands-on classroom training. Xerox will also assist the MCCC to develop training evaluations and performance metrics to properly assess and track user competency.

Xerox will develop three specific training tools for use by MCCC:

- Course agendas and objectives
- Step-by-step instructions necessary to complete required tasks
- Knowledge measurement tools (including exercises, activities, and tests) validating knowledge transfer for specific tasks

6.3.4 Pilot County Training

MCCC and Xerox will determine the number and selection criteria for participating MCCC counties to be Pilot Counties. Xerox will conduct the train-the-trainer and task-based training for each Pilot County. Each Pilot County will provide an evaluation of the training with any recommendations for modification to Xerox.

6.4 Training Environment

All end user training courses will be conducted using a training database populated with training data or alternatively with a "training copy" of the production system populated with client data. If a "training copy" of the production system is used, the training copy will be regularly updated using nightly backups from the development system. To maintain data integrity on the production system, Xerox will not provide training on the production system during group training, but will provide hands-on training within the production system during the on-site visits and follow-up training provided during the planned site-visits to each county..

To ensure data integrity on the production system, the development/testing/training environment(s) will be configured on a separate server consisting of:

- Database software
- Database management software
- Land Records Framework ("LRF") install including visual design tool, admin tool, and viewer shortcuts
- LRF client-specific configuration files
- Source file version/archive management software
- SQL development tools
- Sequel Server Reporting Service

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7. PROJECT PHASES & PHASE DELIVERABLES

Project delivery will be divided into five (5) phases with each phase including specific deliverables for that phase. This section describes each of the phases in further detail, including an overall description of each phase, a delineation of tasks, a list of deliverables, and a schedule for accomplishing the work.

The Xerox and MCCC Project Managers will meet at the end of each phase to provide a forum for evaluating the results of the recently completed phase, reviewing the schedule for the upcoming phase, and review of lessons learned.

7.1 Phase I – Planning & Analysis

In Phase I, Xerox will further refine the project requirements and finalize the project scope (subject to written approval by MCCC) consisting of LRMS functionality, data migrations, interfaces, and reports. In addition, Xerox will work with MCCC to refine the strategies around quality assurance, training, and project management.

The objective of this phase is to identify modifications that need to be made to the base LRMS to meet the requirements set forth in this SOW.

The first task will be to compare the LRMS data structure to MCCC county data and document the data business rules.

Xerox will hold "workshops" with MCCC subject matter experts ("SME"s) to identify, document, and validate data business rule requirements.

At key points in the BAA process, MCCC will be asked to confirm that certain functionality and processes of the LRMS meet the requirements set forth in this SOW.

The activities for Phase I will consist of:

- Establishing the project and development of initial project management documentation
- Identifying the level of data to fit/gap to the LRMS
- Identifying the level of detail for specifications to fit/gap the LRMS
- Identify quality assurance, training, and technical needs
- Document Phase I results, attain MCCC agreement, and prepare for Phase II

Data and business rule requirements that are not met by the Xerox software will be identified as gaps. The gaps will serve as input to design and development in Phase II.

The following chart establishes the specific deliverables for each of the five components of Phase I, followed by narrative detail of what each deliverable includes.

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PHASE I – PLANNING & ANALYSIS PHASE DELIVERABLES

Objectives	Deliverables	Responsibility
1. Establish the Project	<ul style="list-style-type: none"> • Project Scope Document • Preliminary Project Plan • Project Staffing Plan • Risk Management Plan • Issue Management Plan • Change Control Plan • Detailed Project Plan • Communications Plan • Progress Reports • Project Kickoff Materials & Information Sharing Sessions 	Xerox
2. Discover Level of Fit/Gap Between the Business Data and the LRMS	<ul style="list-style-type: none"> • Data Workshops (Activity Deliverable) • Data Migration Plan <ul style="list-style-type: none"> ○ Documentation of data architecture ○ Data Evaluation (Quality assessment) ○ Data Fit/Gap Documentation ○ Data Requirements and Data Business Rules ○ Data Migration Requirements ○ Data Mapping documents (source to target) ○ Historical data migration strategy plan 	Xerox
3. Discover Level of Fit/Gap Between Requirements and LRMS	<ul style="list-style-type: none"> • Establish Business Area Analysis (BAA) Process used to conduct the Fit/Gap (activity deliverable) • Conduct Business Area Analysis and facilitated workshops (activity deliverable) • BAA System Requirements Specifications • Create Requirements Traceability Matrix 	Xerox
4. Identify Quality Assurance, Training, and Technical Needs	<ul style="list-style-type: none"> • Quality Assurance Plan • Training Plan • Technical Architecture Design and Implementation Plan • Data Archive and Backup Plan • Report Development and Test Plan • Data Integration Plan • Mobile Field Data Collection Application and Device Plan 	Xerox/MCCC Xerox/MCCC Xerox Xerox Xerox Xerox
5. Review Phase I and Prepare for Phase II	<ul style="list-style-type: none"> • Deliverables Statements • Create Phase II Plan • Approved Project Scope Document • Approved Detailed Project Plan • All Project Control Documents • Approved Consolidated BAA Analysis Documentation Set • Approved Development Work Estimate • Approved Strategic Quality Assurance Plan • Approved Strategic Training Plan • Approved Data Migration Plan • Approved Phase II Plan • Phase II Plan Authorization 	Xerox Xerox MCCC MCCC MCCC MCCC MCCC MCCC MCCC MCCC MCCC MCCC

7.1.1 Phase I / Objective 1 – Establish the Project

Xerox will lead the establishment of the project, which includes the development of the following deliverables:

7.1.1.1 *Project Scope Document*

7.1.1.2 *Preliminary Project Plan*

7.1.1.3 *Risk Management Plan*

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Xerox will lead the development of a Risk Management Strategy and Plan. This document will describe how Xerox and MCCC will manage and mitigate risk throughout the project lifecycle. In addition, Xerox and MCCC will identify specific project risks with the implementation of the LRMS along with mitigation plans.

7.1.1.4 Issue Management Plan

7.1.1.5 Change Control Plan

7.1.1.6 Detailed Project Plan

7.1.1.7 Communications Plan

7.1.1.8 Progress Reports

7.1.1.9 Project Kickoff Materials & Information Sharing Sessions

Xerox will lead a meeting(s) at the beginning of Phase I to align understanding of project objectives, procedures and plans, and to begin the team-building process. Information sharing sessions will be co-facilitated with MCCC to keep member counties informed about the project, its goals and timeline, as well as their involvement in the project. In addition, there will be kickoffs for the project team for each phase of the project. The materials will consist of the following:

- Project team member introduction
- Project vision, mission, goals, objectives
- Project scope – high-level
- Project approach – high-level
- Project timeline – high-level
- Roles and responsibilities
- Expectations

7.1.2 Phase I / Objective 2 – Discover Level of Fit/Gap between the Business Data and LRMS

Xerox will work with MCCC Subject Matter Expert (“SME) and Business Analyst (BA) staff to review the data structure, identify data gaps, document the data business rules and mapping documentation, and develop conversion strategies. Xerox will hold “workshops” with MCCC SMEs to identify, document, and validate data requirements. Upon completion of the workshops and review of the analysis, a consolidated fit/gap report will be issued. The final consolidated fit/gap report will be used as an input to the detailed Project Plan. Xerox will lead MCCC in the following:

7.1.2.1 Data Workshops

7.1.2.2 Data Migration Plan

A Data Migration Plan defines the processes associated with completion of the data migration effort. The strategies employed will follow data migration best practices and will include:

- Data conversion strategies
- Transformational rule strategies
- Data mapping strategies (detailed requirements)
- Validation and testing strategies

Xerox and MCCC will consult to identify the scope of data to be converted and an acceptable level of accuracy in the transformation of converted data. Xerox, with MCCC assistance from MCCC, will complete the data conversion mapping and will develop conversion specifications using a requirements tracking tool. The conversion specifications will address the conversion requirements listed in the Project Scope Document. These specifications will be considered drafts until the technical aspect can be added after the conversions are developed. All data migration requirements are satisfied per the specifications identified in the data mapping documents.

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7.1.2.3 *Documentation of Data Architecture*

Xerox will formally document the logical and physical design of all LRMS databases and include the following:

- Database overview (number, and purpose of databases)
- For each individual database Instance:
 - Name
 - Objectives in terms of contents and usage
 - Implementation characteristics:
 - Legacy or newly developed, and internal or external to the system
 - Location
 - Expected size and access rate
 - Source of data (e.g., data entry, existing database, external data feed)
 - Conceptual data model (i.e., conceptual schema)
 - Logical data model (i.e., logical database schema):
 - Relational model (e.g., entity relationship diagrams, table definitions, stored procedures, triggers and constraints).
 - Object model (e.g., class diagrams, class specifications).
 - Physical data model (i.e., physical database schema):
 - Data domain and range definition
 - Data dictionary database partitioning/segmentation schema document
 - Database performance management guide – Identifies all of the performance tuning techniques and tools that will be employed to deliver acceptable performance

7.1.2.4 *Data Evaluation (Quality Assessment)*

Xerox will determine the suitability of MCCC County data for use in the LRMS. This will consist of formatting data, validating coded values, identifying inconsistency, implementing a thorough data evaluation (Quality assessment) while ensuring proper data validation, triggers, constraints, documentation and audit trail

7.1.2.5 *Data Fit/Gap Documentation*

Xerox will conduct data workshops with MCCC to discover data gaps

7.1.2.6 *Data Requirements and Data Business Rules*

Xerox will conduct data workshops with MCCC to document data business rules, data requirements and business data calculations for the operation of the LRMS. Including documentation on current state and future state definitions for data elements

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7.1.2.7 Data Migration Requirements

Xerox will conduct data workshops with MCCC to identify conversion requirements and data modification improvements.

7.1.2.8 Data Mapping Documents (Source to Target)

MCCC will work with Xerox to document the data mappings which consist of identifying source data elements and transformations to the data and target data elements. The data inventory, data evaluation, data business rule, data requirements and the Conversion Requirement documentation will contribute to the needed information in creating data mapping documents.

- Xerox will confirm the source files containing data to be converted
- Xerox will identify the data elements to be converted, or not converted, from each source file
- Xerox will provide an approach for controls and reconciliation to ensure the completeness of the mapping and lead MCCC through a review process
- Xerox will assist MCCC with the identification of data cleansing issues, including problem, magnitude and correction alternatives

7.1.2.9 Historical Data Migration Strategy Plan

MCCC will work with Xerox to develop historical data migration strategy including:

- Historical data migration approach. This will address the historical migration sequence and methodology such as migrate data one year at a time, multiple years at one time or phased approach
- Historical data storage, accessibility, performance, trade-offs
- Disposition of data that has not been marked for migration

7.1.3 Phase I / Objective 3 – Discover Level of Fit/Gap between the Requirements and LRMS

Xerox will work with MCCC to discover the Fit/Gap between the requirements set forth in this SOW and LRMS using the Business Area Analysis (BAA) process. A common process will be used to analyze the fits and gaps for each major area (functional, business, and technical). Upon review of the analyses, a consolidated fit/gap report will be issued and included in the BAA Specification Requirements. The approved BAA Specification Requirements will be used as an input to the Detailed Project Plan.

7.1.3.1 Establish BAA Process

Xerox uses the BAA process as the primary vehicle to conduct the fit/gap analysis process and the resulting BAA documentation drives the project from start to finish. The BAA ensures that all system requirements as stated in this SOW are identified and addressed.

The Xerox BAA methodology is focused on evolving the BAA documentation, that is prepared during the requirements clarification phase of the project to define all system requirements and process flows, into a variety of other documents that serve the needs of the project at every phase. For example, the BAA documentation is used as the basis for developing the user guides/training manuals, test scripts, and system acceptance criteria.

During the BAA process, Xerox will work with MCCC Domain Experts, Subject Matter Experts (SME) and Business Analysts (BA) to review the capabilities of the LRMS, using this SOW as a baseline, and determine where LRMS meets or fails to meet the requirements. Specifically, Xerox will lead (and MCCC will assist) in creating a detailed Business Area Analysis documentation set that defines how the requirements and processes will be addressed in the LRMS, i.e. determine which elements of the business can be accomplished with the delivered base system, which business processes need to be changed, or what portions of the LRMS will be modified or customized. The BAA documentation set defines each process in a use case like approach where the user steps, expected system behavior, and business logic and data entry validation rules are defined. The BAA process definitions detail the typical flow of events as well as alternate flows that can occur within each process. The process flow definitions will be transferred into step-by-step user guides and detailed system test cases. During the BAA process, Xerox will make implementation recommendations to MCCC citing past experience. If multiple options are provided, MCCC will choose the option to be implemented and incorporated into the Project Scope

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Document. Xerox and MCCC will review the MCCC systems and business process documentation to ensure the requirements set forth in this SOW will be met by the LRMS.

Workflow requirements will be reviewed during the BAA process and all system generated workflows will be defined in the BAA documentation set.

Xerox will perform much of the information gathering through meetings at the Xerox facilities in Waite Park. Xerox will endeavor to make the most efficient use of the time of the MCCC member staff. Meetings will be held in several formats ranging from small group interviews, to facilitated work sessions with larger groups.

All results and decisions will be reflected in the Business Area Analysis documentation.

At key points in the BAA process, as defined in the Project Management Plan, MCCC management, SMEs, domain experts, and business analysts will be asked to review work products to verify they meet the LRMS objectives as defined in this SOW.

7.1.3.2 Conduct Business Area Analysis and Facilitated Workshops

This section outlines the process that will be used to conduct the Fit/Gap analysis of the functional, business, and technical requirements. Xerox business analysts will lead the MCCC through the review of every requirement as detailed in this SOW using the Business Area Analysis (BAA) process described in this document. Xerox and MCCC will gather any additional information to determine if the LRMS meets the MCCC business and technical requirements, as defined in this SOW.

Xerox will perform an overview of the systems to prove the existing Xerox software functionality meets the requirements as set forth in this SOW. Functional requirements will be reviewed by the functional areas defined in this SOW using facilitated work sessions with MCCC assistance. This is intended to aid MCCC in gaining a basic understanding of how the LRMS will be able to meet the requirements set forth in this SOW and the required changes to the MCCC member business processes.

Xerox will document the functionality of the LRMS in the BAA documentation set. This documentation will consist of references to all facets of the system modules, such as features, functions, calculations, user interfaces, reports, and integration points. In the case of calculations, Xerox will provide written documentation detailing how the system performs the calculations, such as sales ratio analysis and tax increment financing. The documentation will include sufficient information for MCCC to determine whether the LRMS meets the requirement. Xerox will conduct an analysis and review of critical data elements in the legacy system to identify any additional requirements needed by MCCC, and all requirements will be contained with the BAA documentation set.

This process will specify how a given requirement will be met and documented.

- For requirements that are not met by existing software, Xerox will identify the requirement as a Gap in the BAA documentation
- If the Xerox and MCCC teams cannot agree on whether or not a requirement is met, the issue will be documented and escalated to the Xerox and MCCC Project Managers.

The list of Gaps will serve as input to the Functional Design process. At key points in the BAA process, MCCC will be asked to review work products to verify they meet the MCCC objectives. The detailed tasks to be performed are enumerated below:

- Review all requirements defined in this SOW
- Review the necessary business process modifications, improvements, and business rule definitions required, addressing the following:
 - Out-of-the-box functionality provided by the software
 - How MCCC functional requirements will be satisfied through the LRMS
 - Appropriate business rules
 - Security configuration
- Provide a BAA including all requirements to be reviewed in the Fit/Gap process which is conducted using the Xerox BAA process

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- Identify and document where the requirements are fully met by the integrated LRMS
- Identify and document any gaps between the LRMS and MCCC requirements as set forth in this SOW and, if new or modified requirement are identified, initiate the Change Request process
- Review the results of the preliminary analysis for all reports and interfaces
- Review all gap issues with MCCC and through discussion agree on and document the LRMS for all gap issues; each system process that will contribute to the final LRMS will be documented in detail in the BAA documentation set
- Provide newly discovered requirements or changes to requirements that will be managed through the Change Control Process
- Provide MCCC with a completed BAA documentation set that documents the LRMS
- Review and approve the Consolidated BAA documentation set

7.1.3.3 Business Area Analysis Documentation Set

The Business Area Analysis Documentation Set will define process flows, business rules, and request exclusions, for each area and LRMS function, including:

- Assessment administration processes
- CAMA processes
- Billings processes
- Collections processes
- Reports
- Interfaces
- Requirements (updates and specifications):
 - *Updated Requirements* - Upon conclusion of validation step, Xerox will create an updated version of the functional and technical requirements. Each requirement will be categorized to its purpose (including software, infrastructure, management, performance, and other purposes). Within the software category, the previous fit-gap analysis will be verified.
 - *System Requirements Specifications* - Upon validation of requirements and completion of the fit-gap analysis, Xerox will baseline the requirements, including the categorization and gap analysis results, and create a system requirement specification using the BAA documentation set. These baseline requirements will fall under full version control and will be treated as a configurable item within the project.

7.1.3.4 Create Requirements Traceability Matrix

Xerox will create and maintain a requirements traceability matrix using the final documents from the BAA and facilitated workshops. The matrix will describe the relationship between requirements, detailed software requirements, design documents, user interface details, business rules, development artifacts, and software objects or services. The matrix will also define all data validation rules that will be enforced in the LRMS and provide requirements traceability to ensure that each data validation rule is accounted for in the LRMS. The matrix can be used at the end of the project to verify that each requirement included in the project baseline has been implemented, and where in the system the requirement has been addressed.

7.1.3.5 Prepare Consolidated Business Area Analysis Documentation Set

The documentation will serve as input to Phase II. Xerox will provide resolution to the gaps found between the requirements set forth in this SOW and functionality delivered by Xerox base LRMS. The BAA report documents the analysis results and the MCCC implementation decision for all property appraisal and tax management requirements. The results of those decisions as documented in the Fit/Gap will become part of the Detailed Project Plan for Phase II.

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The BAA Documentation Set consists of:

- *Functional Fit/Gap Report*
- *Business Process Modification and Improvement Plan* - As part of the Fit/Gap analysis, Xerox will document areas of business process modifications and improvements
- *Value Added Services Outline* - The value added services outline includes an inventory of functions and services included with the proposed LRMS that are not tied to the requirements as stated in this SOW, but may be of interest to MCCC.
- *Interface Strategy Document*

7.1.4 Phase I / Objective 4 – Identify Quality Assurance, Training, and Technical Needs

7.1.4.1 Strategic Quality Assurance Plan

Working with MCCC, Xerox will assist in the development of a Strategic QA plan that will address the main areas for Phases II-V of the project: project management, hardware, software, data, and resources.

7.1.4.2 Develop Quality Assurance (QA) Approach

Xerox will, utilizing the quality assurance methodology (see Section 5) and define the quality assurance strategy, methods and tools. The strategy will include ways to prevent defect migration and improve defect finding capabilities. In addition, the strategy will provide guidance on MCCC testing standards and terminology along with the ways in which Xerox and MCCC will create meaningful test plans and other critical test deliverables. The strategy will also provide instruction on how to identify and prioritize potential software testing process improvements.

Each test plan will outline high level scenarios based on business requirements.

- System test plan
- Application performance testing plan
- Application load testing plan
- Application stress testing plan
- Database performance testing plan
- Database load testing plan
- Database stress testing plan
- User acceptance test plan

7.1.4.3 Strategic Training Plan

- *Develop Phased Training Approach* - Develop a high-level strategic plan to ensure that training is delivered to end users 'just in time' and as needed during each project phase ("the Strategic Training Plan"). Xerox will work with MCCC to map the business process models to the training curriculum and to create cross-reference documentation. The cross-reference document will show the Process Model and LRMS Path employed to accomplish the tasks outlined in the process model.
- *Conduct a Training Needs Assessment* - MCCC, with Xerox assistance from Xerox, will administer a needs assessment, the analysis of which will be used to develop the Strategic Training Plan.
- *Prepare the Strategic Training Plan* - Working with MCCC, Xerox will assist in developing a Strategic Training Plan that will address two key areas for all phases: training and knowledge transfer. Training describes those activities where participants are formally trained on a feature or function of the system. Knowledge transfer describes the interaction between Xerox project team members and MCCC Project Team members with measurable skill evaluations to determine the

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level of knowledge transfer that has occurred. Xerox will provide input on proficiency exams that MCCC will administer to measure knowledge transfer.

7.1.4.4 Technical Requirements Specifications Document

Xerox will develop detailed technical requirement specifications needed to support the LRMS, broken into categories which include system architecture, security-auditing and usability.

7.1.4.5 Technical Architecture Design and Implementation Plan

Xerox and MCCC will develop the conceptual design for the following environments:

- *Application Instances*
 - Conversion application instance
 - Development application instance
 - Test application instance(s)
 - Staging application instance
 - Production application instance
- *Database Instances*
 - Conversion database instance
 - Development database instance
 - Test database instance(s)
 - Training database instance(s)
 - Production database instance

Xerox will formulate the hardware requirements specific to MCCC in the areas of CPU, memory, storage and network bandwidth for all components of the LRMS.

Xerox will then present Xerox recommendations to MCCC. In addition, Xerox will provide best practices recommendations for disaster recovery, resiliency, and business continuity.

7.1.4.6 Data Archive and Backup Plan

The Data Archive and Backup Plan will describe how LRMS can be configured to interface with the existing MCCC data archive and backup processes.

7.1.4.7 Report Development and Test Plan

In addition to testing the statutory reports, Xerox will assist MCCC in developing operational reports based on the agreed to BAA documentation set.

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7.1.4.8 Data Integration Plan

Xerox will develop an integration plan that defines scope and goals, resources required, scheduled activities, scheduled activity durations, and actual project status. This will include configuring LRMS according to system design specifications and business requirements specifications.

7.1.4.9 Mobile Field Data Collection Application Plan

Xerox will develop a plan that defines the resources required, activities, and strategy for creating and implementing a field data collection application that will integrate with the primary systems. The plan for this application will account for all activities needed to implement a mobile field data collection process, application and devices.

- Identifying and analyzing mobile field data collection and device requirements
- Provide a mobile field data collection application and devices

7.1.5 Phase I / Objective 5 – Review Phase I and Prepare for Phase II

7.1.5.1 Deliverables Statement

Xerox will review the deliverables with MCCC using deliverables statements.

7.1.5.2 Create Phase II Plan

7.1.5.3 Approved Project Scope Document

7.1.5.4 Approved Detailed Project Plan - Project Control

7.1.5.5 Approved Consolidated BAA Analysis Documentation Set

Review a draft of the documentation set with MCCC, and revise the report to show agreed upon changes. The consolidated BAA documentation set consists of the following:

- *Functional Fit/Gap Report*
- *Business Process Modification and Improvement Plan* - As part of the Fit/Gap Analysis, Xerox will document areas of business process modifications and improvements
- *Value-Added Services Outline* - The value-added services outline consists of an inventory of functions and services included with the proposed LRMS that may be of interest to the MCCC.
- *Interface Strategy Document*

7.1.5.6 Approved Strategic Quality Assurance Plan

Review a draft of the Strategic Quality Assurance Plan with MCCC, and revise the report to show agreed upon changes.

7.1.5.7 Approved Training Plan

Review a draft of the Training Plan with MCCC, and revise the report to show agreed upon changes.

7.1.5.8 Approved Data Migration Plan

Review a draft of the Data Migration Plan with MCCC, and revise the report to show agreed upon changes.

7.1.5.9 Approved Phase II Plan

Xerox will lead the development of a project plan that identifies all of the key steps to be performed in Phase II. This will be a detailed project plan ready to execute for Phase II.

7.2 Phase II – Configuration, Conversion, Interface, and Test Configuration

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Xerox will lead the configuration design and development of the LRMS that will meet the requirements set forth in this SOW. In this phase Xerox, with MCCC assistance, will complete the following:

- Functional and technical design
- Required configuration and development to satisfy the system design
- Unit testing and certify code as “passed” prior to delivery for the remaining testing

The phase is broken down into three major parts:

- Creation of software and technical configuration
- Software engineering
- Testing

PHASE II – CONFIGURATION, CONVERSION, INTERFACE AND TEST DELIVERABLES

Objectives	Deliverables	Responsibility
1. Prepare MCCC for Phase II Design and Development Activities	<ul style="list-style-type: none"> • Testing environment installation • Training environment Installation • Software, Technical and Report Writing Training Plan and Curriculum • Deliver Technical, Report Writing and Tester Training • Deliver Knowledge Transfer to Project Team, Testers, Report Writers and Technical Users • Training Evaluation • User Training Plan and Curriculum 	Xerox
2. Design and Develop an Integrated LRMS that Meets the MCCC's Requirements, as approved in Phase I	<ul style="list-style-type: none"> • Software Requirement Specifications Document • Approved Software Requirements Specifications Document • Workflow Specifications • Software Installation and Configuration Plan • LRMS Configuration Document • Approved LRMS Configuration • Development Work Estimate • Business Process Models mapped to Training Program & materials • Integrations Design Documentation • Technical Documentation • Mobile Field Data Collection Application Specifications and Design Documentation • LRMS to Data Gaps (document deliverable) • Data Quality Assessment (document deliverable) • Data Conversion (activity deliverable) • Conversion Test Plan • Mobile Field Data Collection Application Test Plan • User Guides • Conduct Software Engineering with QA Check Point(s) • Execute Software Installation, and Configuration Plan • Execute Data Integrations (activity deliverable) • Reports Requirements Analysis (document deliverable) • Report Specifications, Design and Development • Mobile Field Data Collection Application Development and Testing 	Xerox

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Objectives	Deliverables	Responsibility
3. Ensure that the LRMS Meets Agreed Upon Requirements	<ul style="list-style-type: none"> • Refined Strategic Quality Assurance Plan • Test Plans, including User Acceptance Test • Execute Test Plans • Completed System and User Acceptance Testing – 100% Successful with no critical defects • Corrected Non-Critical Defects • Testing Recommendations • Successful Municipal Pilot Implementation 	Xerox/MCCC
4. Review Phase II and Prepare for Phase III	<ul style="list-style-type: none"> • Complete Phase II Review and Deliver Phase III Plan • Demonstrate Integrated LRMS • Reviewed Technical, Report Writing and Tester Training • Approved Final Test Completion Report • Approved Phase III Plan • Phase III Plan Authorization • Deliverables Statements 	Xerox/MCCC Xerox Xerox/MCCC Xerox/MCCC Xerox/MCCC Xerox/MCCC Xerox/MCCC

7.2.1 Phase II / Objective 1 – Prepare MCCC for Phase II Design, Development, and Test Activities

Xerox will lead the design and configuration of development, testing, and training system environments. MCCC will provide the completed setup and availability of the required hardware and platforms, while Xerox will assist with the installation of the environments and will certify each environment as fully meeting the functional and performance requirements. Xerox will provide detailed documentation to enable MCCC to implement additional environments with limited assistance.

7.2.1.1 Testing Environment Installation

Xerox, with assistance from MCCC, will design, configure, and install an environment containing simulators, software tools, and other support elements needed to conduct testing as defined in the QA Plan. Xerox will certify that all required components are installed and configured correctly, and that there are no known issues affecting functionality, performance, or availability.

7.2.1.2 Training Environment Installation

Xerox, with assistance from MCCC, will design, configure, and install a system environment to be used for training purposes as defined in the Strategic Training Plan. Xerox will ensure that all required components are installed and configured correctly, and that there are no known issues affecting functionality, performance, or availability.

7.2.1.3 Software, Technical and Report Writing Training Plan and Curriculum

Xerox will work with MCCC to refine the Strategic Training Plan and training materials for technical, report writing, and testing staff.

7.2.1.4 Deliver Technical, Report Writing and Tester Training

Xerox will work with MCCC to schedule training sessions. Xerox will continue to mentor to ensure knowledge transfer to the MCCC Project Team.

- Xerox will provide technical training for all installations, including administrator, report writer, and technical and tester training.
- Xerox will provide introductory and Advanced LRMS training, introductory training, technical training and job aids
- Xerox will provide full documentation and on-the-job training for LRMS installation, configuration, and administration.
- Xerox will provide training on all related technical documents.
- Xerox will train MCCC trainers on the LRMS and prepare them for training end users of the MCCC LRMS.

7.2.1.5 Provide Knowledge Transfer to Project Team, Testers, Report Writers, and Technical Users

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In addition to developing a training plan and curriculum and delivering training for Testers, Report Writers and Technical Users, Xerox will ensure effective knowledge transfer to those groups. User training of the data file structure for the reporting database instance will be provided by Xerox. They will also ensure effective knowledge transfer to the project team.

7.2.1.6 Training Evaluation

Xerox will work with MCCC training staff to evaluate the effectiveness of training sessions and recommend revisions to the curriculum and materials, as needed. If MCCC determines that the training does not conform to the objective criteria set forth in the Training Plan agreed by the parties, then MCCC will work with the Xerox Project Manager to resolve any issues using the Issue Resolution process in Section 4 of this SOW.

7.2.1.7 User Training Plan and Curriculum

7.2.2 Phase II / Objective 2 – Design and Develop an Integrated LRMS that Meets the Requirements Approved in Phase I

7.2.2.1 Software Requirement Specifications Document

For each functional gap identified in Phase I, Xerox will:

- Write a brief specification that lists what additions or modifications are needed to meet functional requirements.
- Itemize all changes in user interface, database, and batch processing and reports.
- Document user interaction with the LRMS via a use case style approach in the BAA documentation set. These specifications will be written using business terminology so they can be reviewed by MCCC personnel, and will evolve into the basis for the user guides/training manuals and detailed test cases as the project progresses. The BAA documentation set will be organized by the type of LRMS component to be developed and the flow and business rules associated with each LRMS process will be defined.
 - User interface
 - LRMS processes
 - Reporting and output requirements
 - System integrations
 - Database modifications
 - Other, as needed or determined

7.2.2.2 Approved Software Requirements Specifications Document

Xerox will review the software requirements specifications document with MCCC and if acceptable, obtain approval by signing off on the deliverables statement. The software requirements specifications will be accompanied by the LRMS design document and project development work estimate.

7.2.2.3 Workflow Specifications

The project team will develop workflow specifications using the Microsoft workflow foundation and business process modeling tools.

There are three types of workflows:

- *Delivered workflows* - are the workflows embedded in the software modules and available to MCCC "out-of-the-box." Implementation of delivered workflows does not require the development of custom code.
- *Configured workflows* - are those workflows Xerox agreed to provide as part of the base installation. Refer to the functional requirements in Addendum B of this SOW.
- *Customized workflows* - are those workflows that require custom business process definitions and workflow rules to be created programmatically by the project team in order to satisfy a specific

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MCCC business requirement. Xerox will provide knowledge transfer to the appropriate MCCC resources, throughout the implementation to ensure that these resources have the skills necessary to develop additional workflows, as needed.

7.2.2.4 Workflow Development Objectives

MCCC will implement workflows concurrently with the modules being implemented. MCCC will implement those workflows that represent the greatest improvement to the overall business processes. As new workflows are developed, Xerox will assist the MCCC team in reviewing, updating and testing previously created workflows that are affected to ensure all are working properly.

7.2.2.5 Xerox Workflow Development Responsibilities

As part of the analysis, Xerox will assist the development of updated business process models (maps) to detail the process flows and associated transactions. Xerox will be responsible for the design and development of workflow functionality, and initial testing of the workflows. Windows Workflow Foundation will be used to create cross-functional workflows between property appraisal and tax management activities. In addition, Xerox will develop workflow functionality to meet the requirements as stated in this SOW.

The final list of all workflow types (delivered, configured, or customized) will be included in the project scope document deliverable.

7.2.2.6 Software Installation and Configuration Plan

Xerox will develop a detailed plan for installing and configuring the software based on software requirements specifications, hardware and architecture, data architecture, technical requirements specifications, and detailed Project Plan.

7.2.2.7 LRMS Design and Configuration Document

Xerox will prepare a LRMS design document that compiles all specifications that have been developed.

- Detailed requirements
- Design of data/information flow
- Design of database
- Design of user interface and physical design
- Design of hardware/software configuration

7.2.2.8 Approved LRMS Design and Configuration

Xerox will review all of the deliverables associated with LRMS Design and Configuration with MCCC. MCCC will work with the Xerox Project Manager to resolve any issues using the Acceptance process found in Section 4 of this SOW.

7.2.2.9 Business Process Models mapped to Training Program and Materials

During the Fit/Gap process in Phase I, business process changes will be documented and reviewed with the project team. Working with MCCC, Xerox will map the updated business process models to the training curriculum and provide a cross-reference document.

7.2.2.10 Integrations Design Documentation

Xerox will produce design documents that will be needed to develop all system integrations.

7.2.2.11 Interface Strategy Document

Xerox develops an interface strategy document outlining how interfaces will be designed and tested, as well as defining interface implementation risks and delivery schedule. The interface strategy document serves as the basis for remaining interface development activities.

7.2.2.12 Technical Documentation

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Xerox will provide complete, detailed technical documentation that covers the configuration of the infrastructure components needed as well as the installation and configuration of the LRMS on MCCC county infrastructure.

7.2.2.13 Mobile Field Data Collection Application Design Documentation

Xerox will provide complete, detailed technical documentation on the design and configuration of the mobile field data collection application. This will consist of:

- Configuration of the devices for connected and disconnected operation
- Configuration of the back-end systems to support data synchronization
- Tuning of the devices and connectivity

7.2.2.14 Solution to Data Gaps

Xerox will work with MCCC to design, develop, and test the solution for each data gap requirement

7.2.2.15 Data Quality Assessment

Xerox will work with MCCC to identify problem areas with legacy system data. Xerox will assist and provide techniques to cleanse legacy data. MCCC will be responsible for MCCC county data and the cleanup of that data. Data cleansing will be a required MCCC task throughout the life of the project

7.2.2.16 Data Conversion

The data conversion effort will be a shared responsibility of Xerox and MCCC. Xerox and MCCC will develop a plan outlining the responsibilities of both Xerox and MCCC ("Data Conversion Plan"). Multiple iterations of data conversion will be performed. Xerox will provide time estimates for actual data conversion prior to testing as well as estimating the number of conversions necessary.

- *Conversion Objectives* - Xerox will convert the current payable year and the previous six (6) years.
- *Conversion Requirements* - The conversion requirements for the project will be finalized and documented in the scope document deliverable. Xerox will provide knowledge transfer regarding conversion efforts to the appropriate MCCC resources.
- *Conversion Responsibilities* - Xerox is responsible for the successful design, development, testing, and loading of each conversion.
- *Iterative Data Conversion Tasks* - Once data mapping is complete, Xerox will lead the iterative process of data conversion:
 - Data will be extracted on an agreed upon schedule from existing systems in a format provided by Xerox. Multiple extracts will be designed to identify issues and errors in the extraction process.
 - Xerox will develop and test the programs to load the legacy data from the MCCC systems into the LRMS database modified appropriately to support functional requirements.
 - For data deemed not suitable for extraction and automated loading in the LRMS database through scripts, MCCC and Xerox will consult on the most efficient means to enter the data in the LRMS database. Data entry may require the assignment of MCCC resources on a limited basis.

7.2.2.17 Conversion Test Plan

For each iteration of the Data Conversion process, Xerox and MCCC will develop a mutually agreed upon data conversion test plan including appropriate audit trails and summary reports.

7.2.2.18 Mobile Field Data Collection Application Test Plan

Xerox will work with MCCC to develop a mutually agreed upon test plan for the mobile field data collection application and devices.

7.2.2.19 User Guides

7.2.2.20 Conduct Software Engineering with QA Check Point(s)

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Based on the approved LRMS design document, Xerox will conduct software development engineering required to meet the agreed upon functional, non-functional and technical requirements, specifications, consisting of the following:

- Modifications in the existing LRMS database
- Incorporation of MCCC and Minnesota business rules that cannot be supported via existing LRMS configuration options
- Development of new and/or modifications of existing user-interfaces to meet Functional Design requirements
- Development of required reports and other formatted output. Development of integration or interfaces to LRMS with the following third-party applications: Cisco IVR, Pictometry, Active Directory, APEX, ESRI GIS software version 10.x, Thomson Reuters (formerly Manatron) GRM Tax Module, and Vanguard CAMA Modules. This does not include the cost of licenses to any of the third-party applications.
- : Design and development of multilevel testing (unit, module and integration levels) prior to delivery of the software for User Acceptance Testing.

Xerox will provide demonstrations of the LRMS developed for MCCC. This includes any reports, interfaces or integrations specified in this SOW. MCCC will conduct quality assurance check points at pre-defined quality assurance milestones during Phase II of the project. These quality assurance milestones and check points will be clearly identified in the project plan.

Throughout the Phase II, Xerox will capture end user training opportunities and needs (e.g., LRMS training requirements, business process changes, workflow, and tester training evaluations).

7.2.2.221 Execute Software Installation and Configuration Plan

Xerox will lead the installation and configuration of the LRMS according to the approved Software Installation and Configuration Plan.

7.2.2.22 Execute Data Integrations

Xerox will work with MCCC to test and run the designed Data Integration.

7.2.2.23 Reports Requirements Analysis

Xerox will deliver the statutory reports specified in the SOW as part of the base LRMS. During the Fit/Gap analysis phase of the project, Xerox will work with MCCC to analyze and design operational reporting requirements and determine which of these are met by delivered reports and what custom reports/queries will need to be built.

7.2.2.24 Reports Specifications, Design and Development

Xerox, with the assistance of MCCC, will design and develop report specifications that will address the report requirements listed in the SOW. These specifications will be considered drafts until the technical aspect can be added after the reports are developed. Delivered reports consist of the statutory reports described in the following table as well as those reports provided to MCCC as a component of the installed software.

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Form/File/Report No.	Statutory Reports, Files, Statements, and Notices - Development Cost
TS1	Property Tax Statement
TS2	Truth in Taxation Statement
TS3	Valuation Notices for Real and Personal Property
TS4	Powerline Report
TS5	Top Ten Taxpayers by Taxpayer ID
DoR1	Abstract of Assessment
DoR2	Abstract of Tax List
DoR3	Ag Border Maps
DoR4	Certificate of Real Estate Values
DoR5	Fall Mini Abstract
DoR6	Homestead Files – Duplicate Homesteads
DoR7	Homestead Files – PTR (Real Estate and Personal Property Roll)
DoR8	Manufactured Homes Abstract
DoR9	Market Value File
DoR10	Sales Ratio Study Criteria (monthly extract file)
DoR11	Spring Mini Abstract
DoR12	Tax Increment Supplement
DoE1	School Tax Abatements Six-month Supplemental Report
DoE2	School Tax abatement Report for Calendar Year
DoE3	County Auditor Report of School District Apportionment
DoE4	Taxes Receivable Report
DoE5	School Tax Report
DoE6	School Tax Settlement Report

- *Development Objectives* - The MCCC's report design and development objective is to utilize the Xerox modules to streamline business processes, improve information access, and leverage online inquiry capabilities thereby reducing the overall dependency of MCCC on reports. The LRMS will integrate with the MCCC systems identified above to allow for enterprise-wide reporting and the ability to develop custom reports from the LRMS, as outlined in the SOW.
- *Delivered Report Responsibilities* - Delivered reports consist of those that are identified in the table above, as well as those that are part of the base system. These reports will be delivered and tested as part of the quality assurance process.
- *Custom Report Development Responsibilities* - If it is determined in the Fit/Gap analysis that custom reports are needed, Xerox will assist MCCC in developing specifications, designing, documenting, and developing the final report requirements.
- *Mentorship and Report Development Knowledge Transfer* - Xerox will provide guidance to MCCC in the completion of report specifications and address report development issues.

Report assignments will be determined as part of the Fit/Gap analysis. Xerox will provide training to the appropriate MCCC resources throughout the process of report development to ensure that MCCC has the skills to develop additional reports, as needed.

7.2.2.25 Mobile Field Data Collection Application Development and Testing

Xerox will develop and test the mobile field data collection application.

- Setup of any architecture needs for the application and testing
- Testing the data collection application onsite and offsite in both areas with and without Internet service
- Testing of the data sync process

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7.2.3 Phase II / Objective 3 – Ensure that the LRMS Meets Agreed Upon Requirements

The validation of the design and configuration effort is comprised of integration, system (or functional). It is the responsibility of the MCCC to ensure that User Acceptance Testing is completed according to the agreed upon project plan. Xerox will support all UAT activities. UAT should include the testing of the complete LRMS 10.x application, including configurations specific to the MCCC and integrations to identified and in-scope third party systems.

The critical validation of the software will be based on a range of tolerance values for resulting data outcomes as defined by the test plan pertaining to each key area. If results are not within the acceptable range, errors in the LRMS processing will be corrected and the particular software modules retested. The following activities will be part of the testing effort (and Xerox will assist with all MCCC lead efforts):

- MCCC will lead the development of the test strategy document.
- MCCC will lead the development of testing scripts.
- MCCC will lead the execution of test scripts.
- Management, documentation, and reporting of test results (a joint Xerox and MCCC responsibility).

As part of development, Xerox will perform fault status tracking and report results to MCCC on a bi-weekly basis. See Section 4 – Defect Resolution Process.

7.2.3.1 Refined Strategic Quality Assurance Plan

Xerox will work with MCCC to refine the quality assurance strategy and testing techniques and tools.

7.2.3.2 Test Plans, including User Acceptance Test

7.2.3.3 Execute Test Plans

7.2.3.4 Completed System and User Acceptance Testing

Xerox will work with MCCC to prepare for testing by conducting a test readiness evaluation, which will include integration activities, customizations, interfaces, and data conversion.

If the results of the evaluation indicate that the team should proceed, then the team will begin to execute system and acceptance test plans. At this time, Xerox and MCCC will conduct the first pilot training and implementation of the LRMS in the first Pilot County.

7.2.3.5 Corrected Non-Critical Defects

Defects found through the test process will be recorded and tracked in the Defects Log by the MCCC test leads (the "Test Leads"). Periodic defect reviews will be held to assess criticality, resolution, and approval to fix the defect and retest. Fixes are then released in patches or service packs that are retested and tracked back to the root defect for completion or reprioritization.

The severity level of the defect is set by the MCCC Project Manager according to the following criteria:

- *Critical* - The problem causes an immediate major fatal impact on business, and has caused the use of the software, or a significant software component, to stop or substantially deviate from the documentation. No timely workaround exists.
- *High* - The problem causes a major impact on business. A work around is available; however, processing continues in a restricted manner. Incorrect data, partially missing functionality, partially incorrect functionality, or a defect with a work around that severely affects the usability of the LRMS.
- *Medium* - The problem has a moderate impact on business. The problem does not prevent operation of the software.
- *Low* - The problem has a minimal business impact; cosmetic defects such as , tab order, window color, or a defect with a work around that slightly affects the usability of the LRMS; spelling errors or desired functionality that would improve the overall usability of the LRMS.

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Critical and High defects must be corrected immediately. User acceptance testing will not begin until critical and high defects are corrected. Medium and low defects will be prioritized and resolved prior to end user training.

7.2.3.6 Testing Recommendation

When testing is complete, the test leads will make formal recommendation to promote the system to a production state or to continue testing. Specifically, the test leads will develop a final test completion report as a final view of the testing effort, which will contain a summary of the test effort, a collection of test metrics, analysis of these metrics, and any test related recommendations for future projects.

7.2.3.7 Pilot User Acceptance Test

As a component of the overall User Acceptance Testing, pilot counties will be selected primarily to test and confirm the infrastructure. Xerox will lead the configuration of the Software LRMS to meet the MCCC's remote access requirements. MCCC Information Technology members will lead the configuration of the technical infrastructure including points of access and capacity to serve customers and partners outside the MCCC.

7.2.4 Phase II / Objective 4 – Review Phase II and Plan for Phase III

Xerox will facilitate deliverable review with MCCC that consists of the following:

7.2.4.1 Reviewed Technical, Report Writing and Tester Training

Review results of technical, report writing and tester training with MCCC and determine readiness to move into Phase III.

7.2.4.2 Approved Final Test Completion Report

See testing recommendation above in 7.2.3.6.

7.2.4.3 Approved Phase III Plan

Xerox will develop a detailed project plan that identifies all of the key steps to be performed in Phase III. This plan will begin with the Phase III task plan in this document, and expand upon it based on work completed through Phase II to expand the detailed project plan through the remaining phases.

7.2.4.4 Deliverables Statements

Xerox will review the deliverables with MCCC using deliverables statements.

7.3 Phase III – Training Objectives

The third phase of the project approach is training and preparing for the production environment cutover. Xerox will lead these efforts with MCCC assistance. Upon successful completion of the end user training tasks, the LRMS will be authorized for implementation.

Phase III will be executed for the MCCC Pilot Counties. Each Pilot County will receive sixty (60) days of training prior to implementation. Following MCCC acceptance of the LRMS as implemented in the Pilot Counties, this phase will commence with the execution of the training for the remaining participating MCCC counties.

Xerox will be on-site for three (3) weeks for each implementation (tax and CAMA) with each of the remaining counties. Week 1 will be dedicated to LRMS training for county staff and to set-up the technical environment.

The objectives of the Training phase are as follows:

- Prepare MCCC for Phase III training
- Prepare end users for working with the LRMS
- Prepare for the production environment cutover
- Review Phase III and prepare for Phase IV

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PHASE III – TRAINING DELIVERABLES

Objectives	Deliverables	Responsibility
1. Prepare MCCC for Phase III Training	<ul style="list-style-type: none"> • Staging Environment Installation • Production Environment Installation 	Xerox
2. Prepare End Users for Working in the LRMS	<ul style="list-style-type: none"> • Refine Training Strategy • Finalize Training Materials • Rollout of End User Training • Determination of End User Proficiency • Business Process Models Mapped to Training Program and Materials • User Guides 	Xerox
3. Review Phase III and Prepare for Phase IV	<ul style="list-style-type: none"> • Business System , Technical and Operational System Cutover Plan • Complete Phase III Review and Deliver Phase IV Plan • Review Training Results • Approve Training Recommendation • Deliverables Statement 	Xerox

7.3.1 Phase III / Objective 1 – Prepare MCCC for Phase III Training

7.3.1.1 Certified Staging and Production Environments

Xerox will lead the installation, with assistance from MCCC, for the staging and production environments. Xerox will certify that all required components are installed and configured correctly, and that there are no known issues affecting functionality, performance, or availability.

7.3.1.2 Determine Method and Scope of Staging and Production Environments

Xerox will lead discussions on determining the best method and scope for the staging and production installations. All agreed upon modules will be certified upon installation.

7.3.1.3 Project Infrastructure Prepared

This is the completed setup and availability of the required hardware and platform for the staging and production installations.

7.3.2 Phase III / Objective 2 – Prepare End Users for Working with the LRMS

User training tasks encompass the efforts required to develop an overall training plan and to deliver training to users. The effort to develop and document the training plan for the LRMS is a Xerox responsibility in consultation with MCCC and will focus on the specific needs of a variety of users, technical, and operational staff.

This phase will be completed for MCCC Pilot Counties and following the successful implementation of the final Pilot County, this phase will be executed for the balance of the MCCC member counties based on the Xerox and MCCC mutually agreed to final implementation schedule.

7.3.2.1 Refine Training Strategy

Xerox will work with MCCC to refine the training strategy. Once designed and accepted, the Training Plan will be used to define the content and format of training and will serve as the basis for evaluating the training effort. The length and timing of training will be determined in detail in the Training Plan. A needs analysis will be conducted to determine the format and audience of the various training sessions. Xerox will assist with designing the needs analysis forms and analyzing the results to construct the training approach and plans. MCCC is responsible for leading the needs analysis effort along with the distribution and collection of the material among users.

7.3.2.2 Finalize Training Materials

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Xerox will provide professional training materials. MCCC Project Manager will work with the Xerox Project Manager to agreement that the materials meet MCCC expectations. For significant changes, the managers will use the Issue Resolution Process.

7.3.2.3 Rollout of End User Training

- *Refine Approach to Training* - Based on Phase II results, Xerox will work with MCCC to review and refine the work plan for end user Training.
- *Provide Training for Trainers* - Xerox will prepare MCCC trainers for delivering end-user training sessions. MCCC trainers will be assigned for each module, and classroom training is provided for each module. Prior to distribution, materials will be tailored for MCCC and provided to each participant. MCCC will be able to make adjustments to the training materials, as needed.
- *Develop Training Plan and Curriculum* - Xerox will work with MCCC to review and refine the work plan and develop training materials for trainers.
- *Deliver Training* - Xerox will deliver train the trainer sessions.
- *Evaluate Training* - Xerox will work with MCCC to evaluate the effectiveness of the train-the-trainer training sessions. If the training is found by MCCC to not meet the objective criteria set forth in the Training Plan agreed to by the parties, then MCCC will work with the Xerox Project Manager to resolve any issues using the Issue Resolution process in Section 4.2 of this SOW.
- *Prepare Training for End Users* - Based on the results of the testers training and train-the-trainer training, Xerox will work with MCCC to refine the Training Plan and training materials for end users.
 - *Develop Training Plan and Curriculum* - Xerox will work with MCCC to review and refine the work plan and develop training materials for end users.
 - *Deliver Training* - Xerox will work with MCCC to deliver training sessions.
 - *Evaluate Training* - Xerox will work with MCCC to evaluate the effectiveness of training sessions. If the training is found to be unacceptable, then MCCC will work with the Xerox Project Manager to resolve any issues using the issue resolution process found in Section 4.2 of this SOW.
 - *Training Recommendation* - When training is complete, MCCC will make formal recommendation to promote the system to a production state or to continue training on one or more of the LRMS Modules.

7.3.2.4 Determination of End-User Proficiency

Xerox will work with MCCC to develop training evaluations and performance metrics to properly assess and track user competency and to develop additional knowledge measurement tools for assessing and evaluating the proficiency of the course participants.

7.3.2.5 Business Process Models Mapped to Training Program and Materials

7.3.2.6 User Guides

7.3.3 Phase III / Objective 3 – Review Phase III and Prepare for Phase IV

7.3.3.1 Develop Business System, Technical and Operational System Cutover Plans

Identify all technical and business roles, responsibilities and steps needed to deploy the LRMS in production including contingency planning. Xerox will work with MCCC to develop a System Cutover Plan to prepare MCCC for transitioning to the LRMS. The plan will document the processes for planning, preparing, and executing cutover, including how to lock down the system from a technical change control perspective as well as preparing the technical and end users for system rollout.

7.3.3.2 Complete Phase III Review and Deliver Phase IV Plan

7.3.3.3 Review Training Results

Review results of Phase III with MCCC and determine readiness to move into Phase IV, Implementation.

7.3.3.4 Approve Training Recommendation

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7.3.3.5 Deliverables Statement

Xerox will review the deliverables with MCCC using Deliverables Statements. See Deliverable Management Process in Section 4.2.7 for more detail.

7.4 Phase IV – Implementation Objectives

The fourth phase of the project approach is Implementation. Xerox will lead this effort with assistance from MCCC. This plan outlines the communications, actions, and timing associated with the production system rollout, data conversion, and initial production processing and support. Prior to the close of this phase, system documentation is updated to reflect any updates discovered during this phase.

Phase IV will be executed for the pilot counties as determined by MCCC and Xerox. Xerox will work with the first Pilot County(s) for a maximum of sixty (60) days resulting in a successful implementation of the LRMS. Additional Pilot Counties will be successfully implemented to the new LRMS simultaneously, each with their own Xerox installation team, in fifteen (15) days. Following MCCC acceptance of the LRMS as implemented in the pilot counties, this phase will commence with the execution of the Final Implementation Schedule approved in Phase III.

A Xerox implementation team will work on-site at each participating MCCC member county for three (3) weeks for each implementation (tax and CAMA) to take the county to “go-live” in the new LRMS. Week 1 will be dedicated to training and technical environment setup. Xerox will perform localized configuration to reports during week 2 and over the weekend run data conversions, install the LRMS to production. Week 3 will be dedicated to support and knowledge transfer to county staff.

The objectives in the Implementation Phase are as follows:

- Evaluate MCCC’s Readiness for System Cutover
- Implement the Integrated LRMS
- Prepare for Post-Implementation Support
- Review Phase IV and Prepare for Phase V

The System Implementation effort before the “Go Live” provides the opportunity to plan the details of the production turnover and to coordinate the activities of all stakeholders, users, technical and operational staff in the use of the new system. In effect, it allows for final installation and testing of operational systems and the opportunity for dress rehearsals.

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PHASE IV IMPLEMENTATION DELIVERABLES

Objectives	Deliverables	Responsibility
1. Evaluate MCCC Readiness for System Cutover	<ul style="list-style-type: none"> • Technical and Operational System Cutover Readiness Evaluation 	Xerox
2. Implement the LRMS	<ul style="list-style-type: none"> • Final Conversion – Load data to the LRMS database • Execute System Cutover Plan 	Xerox
3. Prepare for Post-Implementation Support	<ul style="list-style-type: none"> • Post implementation data conversion/data support • Post-implementation Support Plan • Software Maintenance and Support 	Xerox
4. Review Phase IV and Prepare for Phase V	<ul style="list-style-type: none"> • Complete Phase IV Review and Deliver Phase V Plan • Approve Post-Implementation Support Plans • Approve Phase V Plan LRMS • Deliverables Statements 	Xerox/MCCC Xerox/MCCC Xerox Xerox Xerox

7.4.1 Phase IV / Objective 1 – Evaluate MCCC Readiness for System Cutover

Technical and Operational System Cutover Readiness Evaluation - Develop and conduct a readiness evaluation that will be used to determine if the participating MCCC member county is ready for the production environment. Xerox will work with MCCC member county to conduct a production readiness evaluation from operational, technical and non-technical perspectives. Analysis will consist of the impact on people, policy, procedure, process and infrastructure for each LRMS module.

7.4.2 Phase IV / Objective 2 – Implement the LRMS

7.4.2.1 Final Conversion – Load Data to the LRMS Database

Execute Final Data Migration Prior to Production Use of the LRMS, final data conversion iteration will extract data from existing systems and load the LRMS database with a complete dataset capable of meeting participating MCCC member county production use requirements.

7.4.2.2 Execute System Cutover Plan

Xerox will be on-site until the cutover plan is completed and participating MCCC member county has begun to run their business in the production environment.

7.4.3 Phase IV / Objective 3 – Prepare for Post-Implementation Support

7.4.3.1 Post-Implementation Data Conversion/Data Support

Once production cutover is complete, there may still be data errors that must be fixed in the production system. Xerox will assist the participating MCCC member county define how best to address errors and minimize any production impact.

7.4.3.2 Post-implementation Support Plan

Xerox will lead the development of a post-implementation support plan. As part of the post implementation support under the existing maintenance agreement, Xerox will have a single point of contact for all releases of any modules to each participating MCCC member county. This process will be

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managed such that all new releases of any specific module are tested with the other current modules to ensure compatibility.

7.4.4 Phase IV / Objective 4 – Review Phase IV and Prepare for Phase V

7.4.4.1 Complete Phase IV Review and Deliver Phase V Plan

Review results of Phase IV with each participating MCCC member county and determine readiness to move into Phase V, Post-Implementation.

7.4.4.2 Approve Post-Implementation Support Plans

7.4.4.3 Approve Phase V Plan

7.4.4.4 Deliverables Statements

Xerox will review the deliverables with each participating MCCC member county using deliverables statements. See Section 4.2.7, Deliverable Management Process above for more detail.

7.5 Phase V – Post-Implementation Support Objectives

This phase consists of the use of the new system by MCCC with assistance provided as needed for the first three months of after completion of Phase IV for all MCCC member counties. At the end of this period, Xerox will transition MCCC to ongoing maintenance and support.

The primary objectives in the Post-Implementation Phase are as follows:

- Evaluate Implementation
- Initiate Ongoing Support
- Close Project – After LRMS is successfully implemented in all participating MCCC member counties.

PHASE V – POST-IMPLEMENTATION SUPPORT DELIVERABLES

Objectives	Deliverables	Responsibility
1. Evaluate Implementation	<ul style="list-style-type: none"> • Updated Specifications • Final Configuration Documentation • Training Evaluation 	Xerox Xerox Xerox/MCCC
2. Initiate Ongoing Support	<ul style="list-style-type: none"> • Software Maintenance & Support Handoff • Ongoing Training 	Xerox
3. Close Project	<ul style="list-style-type: none"> • Project Closure Authorization 	Xerox/MCCC

7.5.1 Phase V / Objective 1 – Evaluate Implementation

7.5.1.1 Updated Specifications

Xerox will provide a final definition of the specifications. Following testing and implementation the specifications for the integrations, customizations, workflows, and report details will be updated and finalized.

7.5.1.2 Final Configuration Documentation

- Xerox will provide documentation that will consist of the following for each LRMS module:
- Step-by-step setup of tables
- Final configuration of the tables
- Final design decisions

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7.5.1.3 Training Evaluation

Xerox will work with MCCC to conduct a post implementation review of training to evaluate gaps in content due to process changes, additional training needs, and plan to correct.

7.5.2 Phase V / Objective 2 – Initiate Ongoing Support

7.5.2.1 Software Maintenance and Support Handoff

Xerox works with MCCC to implement the maintenance and support plan. Xerox will work at the direction of MCCC to implement LRMS changes based on MCCC interpretation of laws or directives as defined in the approved Maintenance and Support Agreement.

7.5.2.2 Ongoing Training Initiated

Xerox will provide ongoing support through WebEX, Release Notes and updated online Help as defined in the approved Maintenance and Support Agreement.

7.5.3 Phase V / Objective 3 – Close Project

7.5.3.1 Project Closure Authorization

Xerox will work with the MCCC project management team to close the project. This includes completion of all project work, lessons learned activities and administrative closure documentation. If there is not agreement on project closure, then the issue(s) will be resolved through the Issue Resolution Process.

ATTACHMENT A
FUNCTIONAL SPECIFICATIONS
(Requirements / Exclusions / Clarifications)

A - Functional Requirements

The following Functional Requirements (Section A) establishes the core high level functionality expected as output of the new LRMS System which reflects the same functionality the MCCC experienced within the Legacy iSeries Applications. The detailed features, methods, and processes that deliver this functionality will be fully elaborated and mutually agreed upon in detail via the Business Area Analysis (BAA) Process which is outlined in Section 7.1.3 of the Statement of Work, and is the initial key work effort and deliverable of this project.

1) CAMA (Computer Aided Mass Appraisal)

- a) Land
- b) Sales
- c) Permits
- d) Improvements: Buildings, Extra Features
- e) Sketch
- f) Income
- g) Ratios
- h) Condominium Complex/Units
- i) Mobile Home Park and Marina
- j) Value Approaches
 - i) Cost(M&S)
 - ii) Cost(MICA)
 - iii) Income
 - iv) Market/Comp. Sale
 - v) Override
 - vi) Multiple Regression Analysis
- k) Field Device

2) PROPERTY ASSESSMENT / ADMINISTRATION:

- a) CRV
- b) Owner/Parties
- c) Jurisdictions, Taxing Areas, UTA's
- d) Classification
- e) Homesteads, Social Security
- f) Levies & Rates Calculation
- g) EMV, TMV, RMV, NTC Values
- h) Truth in Taxation Notices

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- i) Deferral Programs (GA, NP, ETC)
- j) AD Valorem Taxes & Credits
- k) Tax Capacity
- l) Tax Increment
- m) Fiscal Disparities
- n) Powerline
- o) Special Assessments and Penalties
- p) Statements and Due Dates, Penalty Settings
- q) Job Z
- r) Tax Calculations
- s) PTR
- t) Bond Registry
- u) Appeals

3) PROPERTY COLLECTIONS & DISTRIBUTION:

- a) Online Collection
 - i) Cash Services
 - ii) Tax Billings
 - iii) Prepayments
 - iv) Non-Tax Billings
- b) Escrow Processes
- c) ACH Direct Withdrawal
- d) High Speed Check Processing
- e) Refund Authorization
- f) Distributions
 - i) Estimated
 - ii) Actual
 - iii) TIF
 - iv) F.D.
- g) Levy Book
- h) General Ledger Trans
- i) Abatement/Addition Processes
- j) Delinquency Processes
- k) Current Advertising and Costs
- l) Confessions of Judgment
- m) Fine and Forfeiture

B – Exclusions / Clarifications

The following Exclusions & Clarifications are meant to establish understanding of a few key functional areas that were further discussed in detail by Xerox and MCCC, where understanding and agreement was reached regarding the extent or limitation of certain functional items. Again, as with the Functional Requirements in section A above, the following items will be fully elaborated and mutually agreed upon in detail via the Business Area Analysis (BAA) Process which is outlined in Section 7.1.3 of the Statement of Work, and is the initial key work effort and deliverable of this project.

1 - Land Valuation (CER / CPI Valuation Ratings):

LRMS will provide for CER (Crop Equivalency Rating) and CPI (Crop Productivity Index) valuation ratings by allowing a County to enter and maintain a rate by soil type on each property record. This rate may either be based on CER or CPI. Although we will allow CER ratings to be entered and maintained for each property record, automatically calculating the CER rate by soil type will not be included in the LRMS functionality.

2 - Income Valuation:

LRMS will not implement the Discounted Cash Flow method of Income Valuation for income producing properties.

3 - Parcel Analysis/Beacon Integration:

The scope of this proposal provides the ability for LRMS to launch the Parcel Analysis and/or Beacon applications used by a County. It does not include the importing of any data that may result while using either Parcel Analysis and/or Beacon. Xerox will work with the MCCC to determine if the additional functionality to import “land lines” from Parcel Analysis and/or Beacon can be added to the scope of the overall project during the BAA Process.

4 - Reporting:

LRMS will include all state mandated reports and up to an additional 20 reports as decided by the MCCC. Each County will have the ability to change logo and address information on these reports. In addition LRMS will provide access to SQL Server Reporting Services (SSRS), which the MCCC can build ad-hoc and custom reports as they require.

5 - Valuation Records:

The LRMS CAMA module will establish the highest and best use for a land/building/machinery line and establish the predominant use code. Once exemptions/deferrals/exclusions are added to a property and subsequently associated with a land/building/machinery, the State Class Code will be determined. Each land/building/machinery may have more than one State Class Code associated with it, and the percentage or flat dollar amount, of said land/building/machinery will be attached to State Class Code. These will form the basis of the Valuation Records currently found in the AS400.

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6 - Property Chaining:

LRMS will implement property chaining by allowing users to chain properties together and then prioritize the property order by State Class Code (Valuation Record), for each State Class Code that exists in the property chain. The same property may not belong to more than one property chain.

7 - Tax Disbursements to Taxing Authorities:

LRMS will track and store disbursements and settlements to the Taxing Authorities at the Taxing Authority level, LRMS will not store these by fund within a Taxing Authority.

LRMS will provide the ability for a user to “drill down”, in real time, at a property bill level to see how disbursements within a tax authority are allocated to the funds associated with the tax authority.

LRMS will provide full auditor reporting at the fund level when settling to Taxing Authorities.

For “ad-hoc reporting” users that want to show disbursements/settlements at the fund level will have to include logic to calculate these based on the percentage each fund contributes to the overall tax rate for a taxing authority.

8 – User Access to Historical Detail and Summary Data by Parcel:

LRMS 10.x maintains property information by year on the “Roll” object. The Roll object is a historical record of what values were “Final” for any given year. The properties stored on this object may be viewed (but not modified) by a user at any time, giving the user access to multiple years of final values for any given property on a single screen. The user does not need to run a process to “copy” values to a historical record at year end, LRMS maintains these automatically with no user intervention for every property within the County.

ATTACHMENT B

Technical Specifications

Technical Requirements

The following Technical Requirements establish key high level technical functionality expected within the new LRMS System. The details regarding architecture, component parts, and other related technical features related to these technical requirements will be fully elaborated and mutually agreed upon in detail via the Business Area Analysis (BAA) Process which is outlined in Section 7.1.3 of the Statement of Work, and is the initial key work effort and deliverable of this project.

Requirement No.	Requirement Statements
System Architecture - General	
T-1	The system shall be based on Microsoft SQL Server 2012
T-2	The system database shall support industry standard interfaces (e.g. ODBC, OLE/DB)
T-3	The system shall support the ability to configure user definable table columns and fields.
T-4	The system shall have an open and completely accessible database architecture which supports data integration with other MCCC member county systems.
T-5	The system shall store and retrieve data from a core data repository. (e.g. structured and non-structured data)
System Architecture - Application	
T-6	The system shall have the ability to operate in the following redundancy/failover environments: Dual data centers, multi-processor server with processor failover, virtualized environments.
T-7	If a web client is available for internal users, the client shall be compatible with IE8 and greater.
T-8	The system shall include an API to enable it to interact with other software.

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T-9	The system shall support the exchange of structured information between the system and web services.
T-10	If a web client is available for external users, the client shall be compatible with the current and last major versions of Internet Explorer, Firefox, Google Chrome, and Safari Opera.
System Architecture - Import / Export	
T-11	The system shall support the import and export of common Microsoft office productivity file types including open office
T-12	The system shall have the ability to store and access common audio file types.
T-13	The system shall have the ability to store and access common video file types.
T-14	The system shall have the ability to store and access common digital photo file types.
System Architecture - Disaster Recovery	
T-15	The system shall support transaction level auditing for individual and mass transactions.
T-16	The system shall support the recovery of all committed transactions in the event of the following types of failure: logical, process, application, or media.
System Architecture - Network	
T-17	The system shall allow the user to select an installed printer for on demand printing from a browser session, which will include ithica printers for receipts.
T-18	The system shall allow addresses to be passed to a CASS system prior to batch printing.
T-19	The system shall allow the user to define default print locations.

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System Architecture - Process Scheduler	
T-20	The system shall support a batch scheduling function.
T-21	The system shall allow the user to schedule batch report printing/generation at regularly scheduled intervals as defined by the user.
T-22	The system shall allow the user to manage reconciliation of all exported/imported data.
System Security - General	
T-23	The system shall support secure connection protocols ensuring all data in motion is protected.
T-24	The system shall authenticate users at login and shall use Active Directory of LDAP if available to the County.
T-25	The system shall accept any lengths and formats for user IDs and passwords allowed by the County.
T-26	The system shall be able to receive and display the user name passed from the County's directories.
T-27	The system shall support multiple configurable user roles.
T-28	The system shall provide management of data editing rights by user class for system modules and screens.
T-29	The system shall provide access control by user class for system modules and screens.
T-30	The system shall comply with applicable law, including but not limited to the Minnesota Government Data Practices Act.
T-31	The system shall not conflict with best practices security guidelines set forth in ISO/IEC 27002.
T-32	The system shall comply with Payment Card Industry (PCI) Standards. A 3rd party vendor will be required to take payments via debit/credit card and are not in the scope of this SOW
T-33	The system shall support and integrate with multiple domains and directories.
T-34	The system shall provide management of data editing rights by user class at the field level.
T-35	The system shall provide the ability to manage access to Social Security Numbers and Income Statements by group.

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T-36	The system shall comply with guidelines of the National Institute of Standards and Technology, where applicable.
T-37	The system shall support field masking for secured data entry.
T-38	The system shall support security alerts based on user defined events and system defined deadlines.
T-39	The system shall support security alerts via email.
T-40	The system shall support secure data transfer.
T-41	The system shall enable security by department and user group.
T-42	The system shall only allow prior year changes to a tax roll by authorized users based on business rules.
T-43	Ability to control which properties an assessor is able to update – referred to in the Legacy CamaUSA as PNUT Functionality (Parcel, Neighborhood, Property Use, Township/City) Security.
Auditing	
T-44	The system's database management software shall have the capability of recording a system-wide audit trail or transaction log.
T-45	The system shall support user-defined reports on audit trails.
Usability - GUI	
T-46	The system's GUI shall provide a consistent appearance for common functions.
T-47	The system shall allow the user to return from the current screen or menu to a previous screen or menu.
T-48	The system shall allow authorized users to perform online "drill down" from summary information to supporting detail information where appropriate.
T-49	The system shall expedite data entry and inquiry by the use of facilities such as program function keys.

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T-50	The system shall utilize colors and other visual and non-visual aids to facilitate the use of system functions (e.g., data entry/section errors are presented in red for easy detection).
T-51	The system shall support "cut and paste" of text from/to the Windows clipboard.
T-52	The system shall allow the user to access other input screens and modules without backing out of menus or menu paths.
T-53	The system shall retain data entered on a screen in the session memory so the user can go from one menu section to another without losing data entered but not submitted.
T-54	The system shall give the user the ability to work in multiple screens/windows.
T-55	The system shall maintain a list of recent values for each field.
T-56	The system shall allow the user to perform queries based on partial field entries.
T-57	The system shall present and allow updates to all base property information on one screen.
Usability - Data Entry	
T-58	The system shall support the ability to define default field values for data entry screens.
T-59	The system shall support the ability to configure formats for data input screens without the need to modify application source code (e.g. field labels, colors, entry masks).
T-60	The system shall support the ability to define mandatory data entry fields.
T-61	The system shall support automated stamping of free form comments with the User ID and date/time.
T-62	The system shall support configuration of a user-defined length for free form comments.
T-63	The system shall support queries of substrings within free form comments.
T-64	The system shall support UI level field validation.
T-65	The system shall store values for drop down lists and user-defined parameters in lookup tables.
T-66	The system shall provide administrative screens for editing values in lookup tables.
Usability - System Help	

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T-67	The system shall provide the following online help functionality: Searchable help, field (topic) specific help.
T-68	The system shall allow administrative users to add customized help functions.
T-69	The system shall provide configurable help to reflect the County's software configuration.
T-70	The system shall provide help functions for error messages.
Usability - Error Handling	
T-71	The system shall display error messages in a consistent format across all system modules and shall include narrative in non-technical terms.

SCHEDULE B**PRICING & PAYMENT SCHEDULE****PRICING**

As described in Section 3 of this Agreement, the MCCC will notify Xerox by March 1, 2013, of which MCCC counties have ratified this Agreement, and such MCCC member counties shall constitute the User Group. As soon as reasonably possible after March 1, 2013, Xerox and MCCC will execute an amendment to this Agreement which lists all MCCC member Counties in the User Group. The User Group list will describe whether each MCCC member County will receive the CAMA module, the Property Tax module, or both.

The fees that MCCC shall pay Xerox are based on the calculations below, applying the following per County and per parcel prices to the MCCC member Counties in the User Group.

	<u>CAMA</u>	<u>Property Tax</u>
Fixed Base Price per Application per County	\$75,000	\$75,000
PLUS		
Price per number of Parcels per County (as established in the Schedule 1 - Parcel Counts by County table below)	\$4.00	\$3.25
WITH TOTAL NOT TO EXCEED		
Maximum Price per Application per County	\$250,000	\$225,000
AND		

A Pricing Discount of 10% of the total per County price, as calculated above, will be applied for each County IF that County purchases BOTH the CAMA and Property Tax modules. For example, if a county is purchasing both modules and their total calculated price is \$475,000, that County will receive a 10% discount of \$47,500 (10% of \$475,000), bringing their final total price to \$427,500. (For the avoidance of doubt, all fees are paid by MCCC to Xerox, rather than by individual Counties to Xerox.)

PLUS

An Additional Overall Group Discount is possible as follows:

To the extent that the total amount of fees payable by MCCC to Xerox for the User Group is greater than Six Million, Nine Hundred Thousand Dollars (\$6,900,000.00), MCCC will receive a 5% discount on the portion of the fees in excess of Six Million, Nine Hundred Thousand Dollars (\$6,900,000.00). For example, if the fees payable by MCCC to Xerox for the User Group, before taking into account this discount, were Eight Million Dollars (\$8,000,000.00), then this discount would reduce the total amount payable by MCCC to Xerox to Seven Million, Nine Hundred and Forty-Five Thousand Dollars (\$7,945,000.00 = \$8,000,000 - (.05 * (\$8,000,000.00 - \$6,900,000.00)).

The total amount of fees payable by MCCC to Xerox in accordance with the calculations set forth above, after the User Group is established by amendment to this Agreement, shall be known as the "Total Fixed Fee."

BILLING & PAYMENT SCHEDULE

Payment will be made directly from MCCC upon acceptance of each phases and presentation of an invoice as provided by law governing MCCC payment of claims and/or invoices. Payment will be made to Xerox within forty-five (45) calendar days after the date of each invoice, with late payment interest due in accordance with applicable Minnesota prompt payment statutes.

Payment Schedule for Fixed Price Services Fee

The MCCC agrees to pay 30% of the Total Fixed Fee in accordance with the following milestone delivery schedule (each as described in the Statement of Work):

- 1. At Project Start-Up (immediately following the ratification process described in Section 3 of this Agreement, provided the condition precedent is either satisfied or waived by Xerox): 25%
- 2. BAA Accepted by the MCCC: 25%
- 3. Completion of the Iterative Data Conversion Tasks (SOW 7.2.2.17): 25%
- 4. UAT Accepted by the MCCC: 25%

Xerox will invoice MCCC 60% of the fee associated with a particular County’s CAMA or Property Tax module when, in accordance with Section 7.4 of the Statement of Work, Xerox’s implementation team arrives on-site at that County to implement that CAMA or Property Tax module.

Xerox will invoice MCCC 10% of the fee associated with a particular County’s CAMA or Property Tax module sixty (60) days after Xerox’s implementation team completes the three (3) week on-site implementation described in Section 7.4 of the Statement of Work to implement that CAMA or Property Tax module.

Assumptions

Software Maintenance and Support

This Agreement does not include maintenance and support for the LRMS. Negotiated support and maintenance services are being provided under the parties’ LRMS Support Service Agreements.

Change Request Rates

In those instances where MCCC requests estimates for additional services not identified in the Statement of Work and approved Change Orders that have a cost impact, the hourly rate is one hundred fifty-five dollars per hour (\$155.00/hour).

Schedule 1 - Parcel Counts by County			
County	# Parcels	County	# Parcels
Mahnomen	5,559	Benton	20,328
Watsonwan	7,862	McLeod	20,615
Pipestone	8,057	Freeborn	22,982
Clearwater	8,939	Winona	25,244
Kittson	9,534	Isanti	26,975
Pennington	9,843	Hubbard	28,509
Jackson	10,594	Clay	29,011
Waseca	11,660	Chisago	29,439
Dodge	11,970	Morrison	30,085
Kanabec	12,216	Goodhue	30,434
Sibley	12,360	Pine	31,244
Faribault	14,565	Becker	33,849
Martin	15,521	Carver	39,112
Houston	15,773	Beltrami	39,116
Wabasha	17,545	Stearns	53,432
Brown	18,233	Scott	57,000
Fillmore	19,224	Otter Tail	60,250
LeSueur	19,623	Wright	66,443

Note to Schedule 1 – Should additional (unlisted) counties wish to join this Agreement prior to final ratification on March 1, 2013, MCCC and Xerox will mutually agree on the parcel count to use for such additional counties.

SCHEDULE C**Nondisclosure Agreement****Xerox State & Local Solutions, Inc.****Minnesota Counties Computer Cooperative**

This mutual nondisclosure agreement ("NDA") is made by and between **Xerox State & Local Solutions, Inc.**, a New York corporation, 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 ("Xerox"), and the **Minnesota Counties Computer Cooperative**, a joint powers organization established and existing under Minnesota Statutes, Section 471.59 for the purpose of providing data processing and information management systems for the use and benefit of its members, 100 Empire Drive Suite 201, St. Paul, MN 55103 ("MCCC"). Xerox and MCCC (each individually a "party" and collectively "the parties") agree as follows:

During the Term of this Agreement, Xerox and MCCC understand and agree that either or both parties may disclose to the other party trade secrets or other information of a confidential and proprietary nature ("Proprietary Information") including, but not limited to, business plans, financial information, protected health information, marketing and sales information, contractual information, operational and technical data and concepts, and other non-public information related to:

The LRMS software and Services provided under the Software Services Agreement between the parties in which this NDA is incorporated by reference, and any confidential or proprietary information disclosed to Xerox by MCCC or any participating User Group member.

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties also agree as follows:

1. **TERM.** This Agreement is effective on January 1, 2013 ("Effective Date") and shall remain in effect for the Term of the Software Services Agreement ("SSA"), unless extended or terminated earlier in accordance with the provisions of this Agreement or the SSA.
2. **CONTINUING OBLIGATIONS.** The obligations of the parties under this Agreement shall remain in effect for five (5) years after the termination or expiration of this Agreement, or of the SSA, whichever is later.
3. **IDENTIFICATION OF PROPRIETARY INFORMATION.** At the time of disclosure, the disclosing party shall clearly label any written or tangible material that is considered to be Proprietary Information by the disclosing party. Oral information shall not be subject to any nondisclosure obligation under this Agreement unless identified as proprietary or confidential at the time of disclosure, and unless that oral information (or a reasonable description or summary of the contents of the oral information) is reduced to writing within five (5) business days after disclosure and delivered to the other party or sent to the address of the other party set forth in Section 18 of this Agreement ("Notices to Parties").
4. **OWNERSHIP OF PROPRIETARY INFORMATION.** No title, license, intellectual property rights, or any other right of ownership or use shall be granted (expressly, by implication, or by estoppel) to the receiving party under any patent, trademark, copyright, or trade secret owned or controlled by the disclosing party by the disclosure of Proprietary Information.
5. **OBLIGATIONS OF THE RECEIVING PARTY.** In addition to the duty of a party to comply with criminal and civil laws (including, but not limited to, applicable state trade secrets laws, U.S. patent and copyright law, applicable U.S. import and export control statutes and regulations, and the Economic Espionage Act), the party

receiving Proprietary Information shall exercise all reasonable care to preserve and protect the Proprietary Information from any unauthorized access, use, disclosure, or theft. For purposes of this Agreement, "reasonable care" shall be at least the same level of care and discretion that is used by the receiving party to protect the trade secrets or other confidential information of the receiving party. In any event, the receiving party shall be non-negligent in handling the Proprietary Information disclosed by the other party.

The receiving party shall restrict access to and use of the Proprietary Information as provided in Section 13 of the SSA, or otherwise as provided under this Agreement, with such access hereunder restricted to those receiving party employees, affiliates, parents, agents, counsel, consultants, and advisors who directly participate in the activities covered by this Agreement, and who have a legitimate need to know that Proprietary Information for purposes of this Agreement, and who also agree to be bound by terms and conditions consistent with this Agreement; provided that, the receiving party shall remain liable for compliance by its employees, affiliates, parents, agents, counsel, consultants, and advisors.

Proprietary Information shall not be reproduced by the receiving party in any form except as required to accomplish the intent of this Agreement. The receiving party shall notify the disclosing party, in writing, promptly after the receiving party becomes aware of any unauthorized access, use, disclosure, or theft of the Proprietary Information and shall identify actions taken by the receiving party to contain and prevent further unauthorized access, use, disclosure, or theft of the Proprietary Information. Notwithstanding any other provision of this Agreement, the obligations of the receiving party under this Section shall survive the expiration or termination of this Agreement.

6. RELIANCE ON PROPRIETARY INFORMATION. Each party understands and agrees that the provision of Proprietary Information by the other party under this Agreement does not include, establish, or otherwise provide any express or implied representation or warranty as to the accuracy or completeness of the Proprietary Information. Except and to the extent as set forth in the SSA, each party expressly disclaims any and all liability that may be based on the receipt or use of the Proprietary Information, including any errors or omissions, unless and until that Proprietary Information becomes subject to representations and warranties set forth in any other teaming agreement, contract, subcontract, or other definitive agreement between the parties. Nothing in this Agreement shall be deemed to impose any obligation on a party to exchange Proprietary Information with the other party or to purchase, sell, license, transfer, or otherwise make use of any technology, services, or products.

7. LEGAL PROCESS. If a subpoena or other legal process concerning any Proprietary Information is served on a receiving party, the receiving party shall promptly notify, in writing, the disclosing party promptly upon receipt of the subpoena or other legal process. The receiving party shall cooperate with any lawful effort by the disclosing party to contest the validity of the subpoena, to seek a protective order, or to pursue other legal process to protect the Proprietary Information. The receiving party shall at all times limit the disclosure of Proprietary Information to disclosure that is required by law or legal process.

8. PUBLICLY AVAILABLE INFORMATION. The receiving party shall not be liable for use or disclosure of any Proprietary Information if that Proprietary Information was publicly known, was publicly disclosed in a patent or copyright issued to the disclosing party (subject to applicable intellectual or industrial property law rights and limitations), was provided to the government without restricted rights, was in the public domain as a matter of law, or was available through no breach of this Agreement by the receiving party.

9. INFORMATION KNOWN TO RECEIVING PARTY. The receiving party shall not be liable for use or disclosure of any Proprietary Information if the receiving party can establish via credible evidence that such Proprietary Information was already legally known to the receiving party by legitimate means prior to receipt from the disclosing party.

10. INDEPENDENTLY DEVELOPED INFORMATION. The receiving party shall not be liable for use or disclosure of any Proprietary Information if that Proprietary Information was independently developed by the receiving party without breach of this Agreement.

11. THIRD PARTY SOURCE. The receiving party shall not be liable for use or disclosure of any Proprietary Information if that Proprietary Information was obtained from a third party, and that third party had an unrestricted right to disclose the Proprietary Information at the time the information was disclosed.

12. WAIVER. Any delay or failure by either party to insist on strict performance of any obligation under this Agreement or exercise any right or remedy under this Agreement shall not be a waiver of the right to demand strict compliance in the future, irrespective of the length of time for which the delay or failure continues. No term or condition of this Agreement shall be waived and no breach excused unless the waiver or excuse of that breach is in writing and signed by the party claimed to have waived or excused the breach. No consent to or waiver of any right, remedy, or breach shall constitute a consent to or waiver of any other right, remedy, or breach in the performance of the same obligation or any other obligation under this Agreement.

13. HEADINGS. The HEADINGS used in this Agreement are merely for reference, have no independent legal meaning, and impose no obligations or conditions on the parties.

14. NOTICES TO PARTIES. Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be delivered by hand, first class mail (postage prepaid), or express delivery service to the person indicated below, unless either party notifies the other party, in writing, of a change in the designated addressee:

To Xerox:

Xerox State & Local Solutions, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031

Attn: Contracts Department

To MCCC:

Minnesota Counties Computer Cooperative
100 Empire Drive - Suite 201
St. Paul, MN 55103

Attn: Executive Director

With Copy to:

Xerox State & Local Solutions, Inc.
130 Division Street
Waite Park, MN 56387

Attn. Director – Property Tax Systems

15. SEVERABILITY. If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

16. GOVERNING LAW AND VENUE. This Agreement shall be governed by, interpreted, construed, and enforced solely and exclusively in accordance with the internal laws of the State of Minnesota, without reference to the principles of conflict of laws or Minnesota conflict of laws rules, and disputes shall be adjudicated or otherwise decided in the state or federal courts in the State of Minnesota. Each party hereby irrevocably consents to the jurisdiction and venue of such courts.

17. INJUNCTION AND OTHER REMEDIES. Each party acknowledges and agrees that if the receiving party breaches any nondisclosure obligation under this Agreement, the disclosing party will not have an adequate remedy at law. Therefore, the disclosing party shall be entitled to seek an immediate injunction against an alleged breach or anticipated breach of this Agreement from any court of competent jurisdiction. The right to seek and obtain injunctive relief shall not limit the right to pursue other remedies. All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

18. ENTIRE AGREEMENT AND ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Neither party may assign or otherwise transfer this Agreement or any rights, duties, or obligations under this Agreement without the prior written consent of the other party. Except to the extent modified under Section 13 of the SSA, the contents of this Agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The provisions of this Agreement shall not be amended except by written agreement signed by both parties.

[Signatures on next page.]

IN WITNESS WHEREOF the authorized representatives of the parties execute this Agreement:

Xerox State & Local Solutions, Inc.

Minnesota Counties Computer Cooperative

Michael L. Moore
Authorized Signature

MICHAEL L. MOORE ^{SVP} ^{MANAGING} ^{DIRECTOR}
Name and Title (Type/Print)

Gary Grossinger
Authorized Signature

Gary Grossinger
Name (Type/Print)

Title: CamaUSA Chair

Denise J. McCalla
Authorized Signature

Denise J McCalla
Name (Type/Print)

Title: Tax Chair

Lisa C. Meredith
Authorized Signature

Lisa C. Meredith
Name (Type/Print)

Title: Executive Director

Dayle E. Moore 1/25/2013
Authorized Signature

DAYLE E. MOORE
Name (Type/Print)

Title: Executive Board Chair

SCHEDULE D

Three-Party Escrow Service Agreement

1. **Introduction**

This Three Party Escrow Service Agreement (the “**Agreement**”) is entered into by and between _____ (the “**Depositor**”), and by _____ (the “**Beneficiary**”) and by Iron Mountain Intellectual Property Management, Inc. (“**Iron Mountain**”). Depositor, Beneficiary, and Iron Mountain may be referred to individually as a “Party” or collectively as the “Parties” throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto (“**Services**”). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services (“**Work Request**”) via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the “**Iron Mountain Website**”).
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement (“**License Agreement**”) conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. **Depositor Responsibilities and Representations**

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement (“**Deposit Material**”) to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain’s proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary’s request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain’s performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain’s use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. **Beneficiary Responsibilities and Representations**

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain’s obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain’s inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification

Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.

- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "**Authorized Person(s)/Notices Table**" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.
- (e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
- (g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Payment

The Party responsible for payment designated in Exhibit A ("**Paying Party**") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date (“**Initial Term**”) and will automatically renew for additional one (1) year terms (“**Renewal Term**”) (collectively the “**Term**”). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days’ prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days’ prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days’ prior written notice to the Depositor and Beneficiary of Iron Mountain’s intent to terminate this Agreement. Effective Date and Deposit Account Number to be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain’s intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys’ fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain’s proper administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain’s prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY’S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.

- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. Confidential Information

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.

- (f) Right to Rely on Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is relied on herein, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.
- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless

otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuses to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action.

- (p) Regulations. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(balance of this page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> Check if same as Authorized Person		<input type="checkbox"/> Check if same as Authorized Person	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	

Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.
Telephone: 800-875-5669. Facsimile: 770-239-9201

**Exhibit A
Escrow Service Work Request**

Deposit Account Number	
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Service Check box(es) to order service	Service Description - Three-Party Escrow Service Agreement All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	One-Time Fees	Annual Fees	Paying Party Check box to identify the Paying Party
<input checked="" type="checkbox"/> Setup Fee	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below.	\$1,550		<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Deposit Account Fee	Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee of \$200 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.		\$1,050	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Beneficiary Fee	Iron Mountain will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage access rights associated with the account. Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.		\$800	<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report	\$5,000 or based on a SOW to be created where custom	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

	will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	work is required		
<input type="checkbox"/> Add Level 2 – Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on a SOW to be created where custom work is required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on a SOW to be created where custom work is required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on a SOW to be created where custom work is required	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$450	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$200/hour	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

**Exhibit B
Deposit Material Description**

Company Name		Deposit Account Number	
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			
<input type="checkbox"/> Other (please describe below):			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.	
Name		Name	
Date		Date	
Email Address			
Telephone Number			
Fax Number			

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-875-5669
Facsimile: 770-239-9201

Exhibit C
Release of Deposit Material

Deposit Account Number	
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Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):

- (i) Depositor makes an assignment for the benefit of creditors; or
- (ii) Depositor undergoes bankruptcy (which is not dismissed within 90 days) or a complete liquidation or dissolution; or
- (iii) Depositor has a custodian, trustee, receiver or agent appointed to take possession of substantially all of its assets; or
- (iv) Depositor is declared or becomes ‘insolvent’ as that term is defined in Title 11 of the United States Code or analogous legislation in any other applicable jurisdiction.

2. Release Work Request.

A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.

3. Contrary Instructions.

From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary’s Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor’s Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.

4. Release of Deposit Material.

If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by Iron Mountain.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

Exhibit Q
Escrow Deposit Questionnaire

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question accurately. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to your Iron Mountain Account Representative

A. General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS (e.g. tar, cpio, etc.) or commercial (e.g. Backup Exec, NetBackup, ArcServ etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary userid's, passwords or encryption keys be provided to extract the software?
7. What is the total uncompressed size of the deposit in megabytes?

B. Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. – C++, Java, etc.)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)

5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version. If multiple build environments are required please specify for which environment each tool is required.
9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation? If not already identified above, please provide the vendor and version of the required database.
10. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?

C. Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); please include any additional peripheral devices that may be necessary to support correct function of the software/system.
2. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?
3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing. If multiple machines are required to support testing, please identify the software to be installed to each machine.
4. Is a database of any kind required to support functional testing of the software? If so please provide the vendor and version required.
5. If a database is required, does the escrow deposit contain or can the depositor provide scripts and backups/imports necessary to create a database instance suitable to support functional testing.
Note: a database containing test data is satisfactory to support functional testing so long as the data is realistic.

6. Including the installation of any software tools required to support the function of the escrowed software, approximately how much time is required to setup and configure a system suitable to support functional testing?
7. Approximately how much time would be required to perform a set of limited tests once a test system is configured?
8. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?
9. With the exception of any database identified above, are any connections to external data sources, feeds or sinks required in order to support the proper functioning of the software and to support testing of the software?

D. Technical Contact information

Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact your Iron Mountain Account Representative