STAFF REPORT

Report To: Board of Supervisors   **Meeting Date:** August 17, 2017

Staff Contact: Sue Merriwether, Clerk-Recorder, smerriwether@carson.org

Agenda Title: To approve the Software License Agreement and the Software Maintenance Agreement (for a duration of 3 years for maintenance with annual payments of $14,250) with Pioneer Technology Group, LLC for an amount of $134,150, plus a contingency amount of $5,000 for possible third party data and image conversions, for a total not to exceed amount of $139,150 to be funded from the Capital Projects Fund/Software Replacement account and the General Fund /IT software maintenance account, and to authorize subsequent renewals for maintenance in the manner and in the amount described in the Software Maintenance Agreement. (Sue Merriwether, smerriwether@carson.org)

Staff Summary: The current provider of certain software services for the Carson City Clerk-Recorder's Office as well as for various other counties, Advanced Data System (ADS), will no longer be providing those services after December 2019. As a result, various affected county clerks and recorders have explored other software providers as viable replacements to ADS. The Clerk-Recorder's Office proposes entering into an agreement with Pioneer Technology Group.

Agenda Action: Formal Action/Motion   **Time Requested:** 10 min

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Proposed Motion

I move to approve the Software License Agreement and the Software Maintenance Agreement (for a duration of 3 years for maintenance with annual payments of $14,250) with Pioneer Technology Group, LLC for an amount of $134,150, plus a contingency amount of $5,000 for possible third party data and image conversions, for a total not to exceed amount of $139,150 to be funded from the Capital Projects Fund/Software Replacement account and the General Fund /IT software maintenance account, and to authorize subsequent renewals for maintenance in the manner and in the amount described in the Software Maintenance Agreement.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

Background/Issues & Analysis

The Clerk-Recorder's Office was notified by Advanced Data System (ADS) that ADS would cease operations effective December 31, 2019. ADS is the developer and software provider for 12 of the 17 Nevada County Recorders, including Carson City. In seeking a software replacement company, the Recorders attempted to select a provider of software collectively for purposes of purchasing power and economy of scale. After reviewing the 8 possible software vendors who offer software specifically designed to record and maintain land records, the Recorders determined that each county had different needs. Carson City and 4, possibly 5, other

County Recorders agreed that Pioneer Technology Group was the best choice for the respective needs. Multiple interviews were conducted with other clients of PTG, and we received positive feedback from those clients. To our knowledge, there are also no pending lawsuits against PTG. After this review process was completed, the collective group of County Recorders determined that PTG was the most suitable vendor.

Applicable Statute, Code, Policy, Rule or Regulation

Financial Information

Is there a fiscal impact? ☒ Yes ☐ No

If yes, account name/number: Capital Projects Fund/Software Replacement 210-0000-415-65.08-$110,650

IT Software Maintenance 101-0701-419-04-33 - $28,500

Is it currently budgeted? ☒ Yes ☐ No

Explanation of Fiscal Impact: Annual Maintenance and Support years 2 and 3 is $14,250 annually. Currently we pay $6,000 to ADS for annual maintenance with approval of this agreement the IT software maintenance budget will need to be increased by $8,250 for years 2 and 3 of the software maintenance agreement.

Alternatives
Approve, Modify or Deny

Board Action Taken:

Motion: _____   1) _____   Aye/Nay
                                              2) _____   _____
                                                                       _____
                                                                       _____
                                                                       _____
                                                                       _____

_____
   (Vote Recorded By)

Landmark

SOFTWARE LICENSE AGREEMENT

between

PIONEER TECHNOLOGY GROUP, LLC

("PTG")

having its principal place of business at:

1100 Central Park Drive, Suite 100

Sanford, Florida 32751

Fax No.: 407-321-7434

and

CARSON CITY CLERK – RECORDER

("CLERK")

having its principal address at:

201 N. Carson Street
Carson City, NV 89701

7/18/2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r)   *Material Breach* – failure by a Party to perform any requirement, duty, or obligation upon it as provided for in this Agreement, other than as excepted pursuant to the provisions of §15 (Excusable Delays) of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ai) *Warranty Period* – the ninety (90) day period commencing on the Software Acceptance Date.

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

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

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

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

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

(4) *Delivery and Acceptance.*

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

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

(c) *Initial Acceptance.* Within twenty (20) days following initial delivery to Clerk, Clerk shall either: (i) accept the PTG Deliverables in writing; or, (ii) reject the PTG Deliverables

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

(d) *Installation.* Within thirty (30) days following acceptance of the PTG Deliverables, PTG shall install the System at the Clerk's facilities for final acceptance testing. PTG warrants that it will perform the installation required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar installation, under the same or similar circumstances, in the State of Nevada. PTG also agrees to indemnify, defend and hold harmless the Clerk and Carson City, and any of their officers, employees and agents, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including, without limitation, attorney's fees, resulting or arising from the installation process, whether or not it is attributable to conduct of PTG or negligence of the Clerk or Carson City, or any condition of the premises on which the installation is to occur, whether known or unknown to the Clerk or Carson City.

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

(5) *Payment.*

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

(i) thirty percent (30%) of such license fees for all modules, as indicated on the PTG License Summary, is due at the time Clerk signs this Agreement.

(ii) seventy percent (70%) of such license fees is due upon the Software Acceptance Date for each individual module identified in the Software License Summary.

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

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

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

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

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

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

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

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

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

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

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

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

(c) *SOFTWARE WARRANTY DISCLAIMER*. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS §6 AND IN §4 AND §12 OF THIS AGREEMENT, PTG

DISCLAIMS AND CLERK WAIVES ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS." IN NO EVENT SHALL PTG'S LIABILITY UNDER THIS §6, IN THE AGGREGATE FOR ALL CLAIMS WITH RESPECT TO ANY ITEM OF SOFTWARE, EXCEED THE LICENSE FEE PAID HEREUNDER TO PTG FOR SUCH ITEM OF SOFTWARE, REDUCED BY THREE PERCENT (3%) FOR EACH MONTH OR PORTION THEREOF FOLLOWING THE SOFTWARE ACCEPTANCE DATE THEREOF UNTIL THE EFFECTIVE DATE PTG IS NOTIFIED OF THE APPLICABLE CLAIM BY CLERK. PTG SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF PTG'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF PTG ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE. ALL RIGHTS OF REVOCATION OF ACCEPTANCE UNDER THE UNIFORM COMMERCIAL CODE ARE EXPRESSLY SUPERSEDED BY CLERK'S RIGHTS AND PTG'S OBLIGATIONS AS REFERENCED IN THIS §6. EXCEPT AS STATED IN THIS §6, THE RISK OF THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS UPON CLERK, AND CLERK UNDERSTANDS THAT THE FEES CHARGED HEREUNDER BY PTG SPECIFICALLY REFLECT THE ALLOCATION OF RISK AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS §6.

(7) *Functional Specifications.*

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

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

(8) *Training.* PTG shall provide Clerk with classroom training (up to eight (8) hours) in the operation and maintenance of the Software for one class of up to eight (8) Clerk employees, at Clerk's facilities at which the Software is installed per the License Summary. Clerk may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Clerk at PTG's then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than PTG's facilities.

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

(10) *Software License.*

(a) *Background.* PTG and/or its suppliers have designed, developed, and made available proprietary computer Software containing Trade Secrets of PTG and/or its suppliers. Use of this Software is strictly governed by the terms of this Agreement. No title or ownership in the Software is transferred to Clerk. The License granted hereby is for Clerk's internal use only, and only in the Territory and the Field of Use. Clerk shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures (non-printed, machine readable form) approved by PTG in advance, and in writing, which approval shall not be unreasonably withheld. In connection with any such permitted copy, Clerk shall reproduce and incorporate all Trade Secret and/or Copyright notices, and the same shall be subject to all of the terms and conditions of this Agreement.   All copies made by Clerk of the Software and any Documentation, including, without limitation, all translations, compilations, partial copies, *etc.*, are the exclusive property of PTG. Software, Documentation, and all copies thereof may not be assigned, conveyed, relicensed, sublicensed, published, disclosed, displayed, or otherwise transferred (voluntarily, involuntarily, by operation of law, or otherwise) by Clerk for the benefit of a third Person. Clerk shall not permit any other Person (exclusive of Clerk's employees and necessary contractors acting in the proper scope of their services to Clerk) to use the Software, Documentation, or any copy thereof, whether in the operation of a service bureau or otherwise, or permit access to the Software through terminals outside of Clerk's business premises. Clerk shall secure and protect the Software licensed hereunder and all copies thereof and all Documentation relating thereto in a manner consistent with the full preservation of PTG's rights therein, and shall take such appropriate action, by instruction or agreement, with its employees and necessary contractors as shall be reasonably requested by PTG in order to protect PTG's rights therein. Clerk shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any Documentation. Clerk is entitled to all Enhancements and/or Maintenance Modifications to the Software and Documentation as are expressly provided for in this Agreement or in any effective Maintenance Agreement between PTG and Clerk. Clerk is not entitled to any New Product (or other product of PTG) hereunder, under any Maintenance Agreement, or otherwise, except pursuant to a separate written agreement with PTG and separate payment therefor.

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

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

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

(a) *Protection.* Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of

Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of the obligations contained within this §11(a), and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this §11, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach of this §11 or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information, or any other breach of the requirements of this §11 by Recipient (including, without limitation, by any contractors), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

(b) *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request. Additionally, and notwithstanding any other provision of this Agreement, PTG acknowledges, understands and expressly agrees that pursuant to Nevada state law, information or documents received from PTG may be open to public inspection and copying. The Clerk, as a department of Carson City, will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. PTG may clearly label specific parts of any document as a "trade secret" or "confidential," provided that PTG thereby agrees to indemnify and defend the Clerk for honoring such a designation. The failure to so label any document that is released by the Clerk shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

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

(12) *Intellectual Property Rights.*

(a) *Warranty*. PTG warrants and represents to Clerk that, to PTG's knowledge, the Software does not infringe upon any Intellectual Property of any other Person; *provided*, *however*, that no warranty is provided by PTG in this §12 with respect to any Third Party Software, but PTG shall, to the extent legally permitted, pass through to Clerk any infringement warranty with respect to all Third Party Software provided by the original licensor/manufacturer. The foregoing warranty of PTG shall be ineffective if any of the Software delivered by PTG hereunder has been modified, altered, or otherwise changed by Clerk (or on behalf of Clerk by any Person other than PTG).   Notwithstanding the foregoing, PTG will have no liability or obligation under this §12 where any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any Intellectual Property other than PTG Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any Derivative of any PTG Intellectual Property created by any Person other than PTG. PTG shall have sole control over the selection of counsel and the defense of any legal proceeding or other claim described herein and any settlement thereof, and Clerk shall provide PTG with all reasonable assistance in the defense of the same.

(b) *Remedy*. In the event of a breach by PTG of the warranty contained within §12(a) hereof, PTG shall have the right, as Clerk's sole remedy against PTG, at PTG's sole election, to: (i) modify the allegedly infringing Software to be non-infringing, provided that such modification does not adversely impact the functionality of the Software licensed to Clerk hereunder in any material respect; or, (ii) obtain a license to enable Clerk to continue to use the applicable Software as contemplated in this Agreement, provided that PTG shall have no obligation to obtain such license in the event annual payments or royalties for such license would exceed twenty-five percent (25%) of the annual amount paid by Clerk to PTG under the Maintenance Agreement (unless Clerk agrees to pay any and all such excess costs), and then only if and to the extent any such Maintenance Agreement remains in effect. In the event PTG fails to accomplish either of the foregoing alternatives within a commercially reasonable period, or if a permanent injunction shall be entered against the use of the Software by Clerk, the license granted to Clerk pursuant to this Agreement shall terminate on notice by either Party to the other Party, and, in such event, PTG shall refund to Clerk the license fee provided for in §3(a) of this Agreement, less: (i) three percent (3%) thereof for each month, or part thereof, from the Software Acceptance Date to the effective date of termination; and less, (ii) all amounts paid by PTG to Clerk pursuant to §6 of this Agreement.

(c) *Notification*. Clerk shall promptly notify PTG of any claim described in this §12 which comes to the attention of Clerk.

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

(e) *Survival*.   The provisions of this §12 shall survive the expiration or other termination of this Agreement.

(13) *Protection of Software*.

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

(b)	*Clerk Ownership.* As between PTG and Clerk, Clerk shall be the sole owner of all right, title, and interest in and to all Clerk Materials. PTG hereby irrevocably grants, transfers, and assigns to Clerk, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which PTG may have or acquire, by operation of law or otherwise, in and to any or all of the Clerk Materials, along with the good will of the business appurtenant to the use of any of the same. PTG further hereby irrevocably transfers and assigns to Clerk any and all moral rights PTG may have in such Clerk Materials, and hereby forever waives and agrees never to assert any moral rights it may have therein, even after termination of the license granted pursuant to this Agreement. PTG shall, at the request of Clerk, execute any and all documentation necessary to formally transfer such rights to Clerk.

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

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

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

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

(16) *Miscellaneous Provisions.*

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

    (b) *ARBITRATION.* UPON THE DEMAND OF EITHER PARTY HERETO, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF PTG'S RELATIONSHIP HEREUNDER WITH CLERK, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN CARSON CITY, NEVADA, AND THE TERMS OF THIS AGREEMENT AND ANY EXHIBIT THERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS; *PROVIDED, HOWEVER,* THAT ARBITRATION SHALL, AT CLERK'S OR PTG'S OPTION, NOT BE REQUIRED IN ANY ACTION OR CLAIM BY CLERK OR PTG WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF. CLERK AND CARSON CITY WILL NOT WAIVE AND INTEND TO ASSERT AVAILABLE NRS CHAPTER 41 LIABILITY LIMITATIONS IN ALL CASES. TOTAL DAMAGES FOR ANY BREACH BY CLERK SHALL NEVER EXCEED THE AMOUNT OF FUNDS APPROPRIATED FOR PAYMENT UNDER THIS AGREEMENT, BUT NOT YET PAID TO PTG, FOR THE FISCAL YEAR BUDGET IN EXISTENCE AT THE TIME OF THE BREACH.

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

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

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

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

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

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

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

(j) *Non-Solicitation*. Clerk shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of PTG who has been directly or indirectly involved in the development, licensing, installation, or support of any PTG software

product, such bar to remain in effect for a period ending two (2) years following the latter of the: (i) date of termination of such individual's employment relationship with PTG; or, (ii) Software Acceptance Date.

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

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

(m) *Effect of License Termination.* No termination of the Software license granted in this Agreement shall terminate the continuing operation or effect of any other provision of this Agreement, or shall deny to any Party hereto the right to enforce any of its rights granted pursuant to this Agreement, whether such enforcement occurs prior to or following any such termination.

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

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

Signed in the presence of: **CLERK:**

_____

_____

Name: (please print)   By: _____

Name: _____

Title: _____

_____   Date: _____

_____

Name: (please print)

Signed in the presence of: **PIONEER TECHNOLOGY GROUP**

_____

_____   By: _____

Name: (please print)   Name: _____

                                               Title: _____

_____   Date: _____

_____

Name: (please print)

Landmark

SOFTWARE MAINTENANCE AGREEMENT

between

PIONEER TECHNOLOGY GROUP, LLC.

("PTG")

having its principal place of business at:

1100 Central Park Drive, Suite 100

Sanford, Florida 32779

Fax No.: 407-321-7434

and

CARSON CITY CLERK – RECORDER

("CLERK")

having its principal address at:

201 N. Carson Street
Carson City, NV 89701

7/18/2017

1

(1) *Definitions and Identifications.* For all purposes of this Agreement, unless the context specifically indicates otherwise, and in addition to other terms defined only within the internal text of this Agreement or incorporated by reference into this Agreement, the terms defined in this section shall be applicable. Unless otherwise specifically provided herein, all defined terms used in the Software License Agreement shall have the same meaning assigned thereto when used in this Agreement.

(a)   *Basic Maintenance Fees* - the fees for Covered Maintenance Services specified in §7 of this Agreement.

(b)   *Basic Maintenance Period* - the basic maintenance period specified in §6 of this Agreement.

(c)   *Covered Maintenance Services* - includes all Conformity Maintenance Services and all Upgrade Maintenance Services.

(d)   *Conformity Maintenance Services* - services necessary to ensure that the Software operates in conformity with all Functional Specifications.

(e)   *Contract Year* - each annual one year period during the term of this Agreement, with the first such period beginning on the Maintenance Agreement Effective Date, and ending on the date immediately preceding the first annual anniversary date of the Maintenance Agreement Effective Date, and each equivalent one year period succeeding the first Contract Year.

(f)   *Critical Defect* - an Error in the Software or Documentation which renders the Software unable to perform a Functional Specification.

(g)   *Non-Critical Defect* - any defect in the Software or Documentation other than a Critical Defect.

(h)   *Online Support* - the provision of diagnostic advice and assistance concerning the use and operation of the Software via a virtual private network or similar method.

(i)   *Telephone Support* - the provision of general information and diagnostic advice and assistance concerning the use and operation of the Software via telephone.

(j)   *Upgrade Maintenance Services* - all Enhancements developed by PTG for the Software and related Documentation during the term of this Agreement.

(2)   *Agreement.* This agreement ("Agreement") covers the maintenance of Software licensed or delivered by PTG for the benefit of Clerk pursuant to that certain concurrently effective Software License Agreement (the "Software License Agreement") between the Parties. THIS AGREEMENT PROVIDES MAINTENANCE SERVICES ONLY WITH RESPECT TO SOFTWARE, INCLUDING THIRD PARTY SOFTWARE, SUPPLIED BY PTG TO CLERK PURSUANT TO THE TERMS OF THE SOFTWARE LICENSE AGREEMENT. THIS AGREEMENT DOES NOT PROVIDE FOR MAINTENANCE SERVICES FOR ANY THIRD PARTY SOFTWARE NOT SUPPLIED BY PTG TO CLERK OR FOR ANY HARDWARE.

(3) *Initial Maintenance Term.* The initial term ("Initial Term") of this Agreement for all modules, shall begin sixty (60) days following the Software Acceptance Date ("Maintenance Agreement Effective Date") for Landmark. Unless sooner terminated in accordance with §15 hereof, or unless extended in accordance with §4 hereof, the term of this Agreement shall remain in effect for a period ending on the date immediately prior to the third (3rd) annual anniversary date of the Maintenance Agreement Effective Date.

(4) *Automatic Renewal and Subsequent Term.* Upon expiration of the Initial Term, this Agreement shall be automatically extended for successive three (3) year periods (each such three (3) year period referred to as a "Subsequent Term"), unless the term of this Agreement is terminated during any such Subsequent Term in accordance with §15 of this Agreement.

(5) *Software.* This Agreement covers all Software as described in the initial License Summary incorporated into the Software License Agreement as *Exhibit 1* attached thereto. Unless Clerk otherwise notifies PTG, all subsequently ordered Software installed by PTG shall be automatically added to this Agreement immediately upon the expiration of the Warranty Period for such subsequently ordered Software (prorated for the applicable Contract Year).

(6) *Basic Maintenance Period.* The Basic Maintenance Period commences on Monday and continues through Friday of each week (8:30 a.m. to 5:00 p.m., Clerk Local Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(7) *Basic Maintenance Fees.* Basic Maintenance Fees during the Initial Term are set forth in the License Summary, *Exhibit 1* to the Software License Agreement. Basic Maintenance Fees become effective upon the expiration of the Warranty Period. Basic Maintenance Fees for subsequently ordered Software shall be the PTG Basic Maintenance Fees in effect and applicable thereto at the time of delivery. The rate of PTG's Basic Maintenance Fees for all Software originally included in the initial License Summary will not be increased during the Initial Term of this Agreement. For each Subsequent Term, the rate of Basic Maintenance Fees may be adjusted by PTG effective as of the commencement date of each Subsequent Term. The rate of Basic Maintenance Fees for each respective Subsequent Term shall not exceed the rate applicable thereto as in effect during the immediately preceding Initial Term or Subsequent Term, as the case may be (each a "Term" herein), multiplied by a fraction, the numerator of which fraction is the Consumer Price Index, as reported by the U.S. Department of Labor ("DOL"), All Urban Consumers (1982-84=100), U.S. City Average, Not Seasonally Adjusted (the "Index"), for the second full calendar month preceding the commencement of the Term for which the adjustment is being made, and the denominator of which fraction is the Index so reported for the second full calendar month prior to the commencement of the Term immediately preceding the Term for which the adjustment is being made. In the event DOL discontinues the Index, PTG shall designate an alternative comparable index for all purposes hereof. Notwithstanding any other term or provision of this §7: (i) regardless of any change in the Index, in no event will any increase in the rate of Basic Maintenance Fees from one Term to the next succeeding Term exceed five percent (5%) multiplied by the number of Contract Years during such immediately preceding Term; and, (ii) under no circumstances shall the Basic Maintenance Fees payable to PTG hereunder during any applicable Term be less than the Basic Maintenance Fees payable to PTG in respect of the immediately preceding Term. In construing the foregoing provisions of this §7, each of the Parties recognizes that Basic Maintenance Fees may increase as a result of the

completion of the Warranty Period for additional modules of Software, and that, as a result, it is the rate of Basic Maintenance Fees applicable to each such module which is limited by this §7.

(8)   *Payment of Basic Maintenance Fees.*

(a)   *Annual Invoices.*   Basic Maintenance Fees shall be invoiced and paid annually in advance.   Invoices for annual Basic Maintenance Fees shall be due and payable within thirty (30) days following receipt of invoice by Clerk.

(b)   *Subsequently Ordered Software.*   Basic Maintenance Fees for subsequently ordered Software shall be paid annually in advance but pro-rated for the applicable Contract Year of this Agreement based upon the conclusion of the Warranty Period for such subsequently ordered Software.

(c)   *Failure of Payment.*   In the event payment is not made as specified in this Agreement, Clerk shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided*, *however*, that if Clerk is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §8(c).

(9)   *Covered Maintenance.*

(a)   *General.*   PTG will provide to Clerk all required Covered Maintenance Services.   All Conformity Maintenance Services and all Online Support and Telephone Support will be performed by PTG during the Basic Maintenance Period.   Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by PTG hereunder.

(b)   *Upgrade Maintenance Services.*   As a part of this Agreement, Clerk shall also have the right to receive from PTG, without additional service charge, all Upgrade Maintenance Services. Upgrade Maintenance Services include the right to receive, during the applicable Software Warranty Period and during the term of this Agreement (except as otherwise provided in §9(c) hereof), all Enhancements to the Software, including all related update releases and associated Documentation.   The right to receive Upgrade Maintenance Services does not include installation of any new release for an Enhancement or any training, and also does not include any New Product, all of which are separately chargeable by PTG.

(c)   *Support of Outdated Software.*   Support by PTG of previous versions of Software will cease ninety (90) days following the availability of a new Enhancement release. Failure of Clerk to install new Software Enhancement releases or any other correction or improvement provided by PTG shall relieve PTG of responsibility for the improper operation or any malfunction of the Software as modified by any subsequent correction or improvement, but in no such event shall Clerk be relieved of any of its payment obligations to PTG hereunder, and PTG shall be released thereafter from its obligation to support the Software as provided herein.   After failure to install for in excess of ninety (90) days, in order for Clerk to return to current Software release level, Clerk must obtain a Software audit at the then current

4

PTG rates. Following any such reinstatement to current release level, PTG will reinstate Covered Maintenance Services hereunder.

(d) *Online Support and Telephone*. Online Support and Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. A toll-free maintenance telephone number is provided for Telephone Support from PTG's corporate offices. Remote diagnostics equipment is required at a minimum of one Clerk location for remote support, which equipment is to be obtained by Clerk at its sole expense.

(e) *Exclusions*. Covered Maintenance Services do not include any of the following: (i) maintenance outside the agreed upon Basic Maintenance Period; (ii) maintenance required by: (a) operator error or improper operation or use of the Software by Clerk; (b) modifications, repairs, or additions to the Software performed by Persons other than PTG, and Clerk shall notify PTG of any such modification, repair, or addition; (c) modifications, repairs, or additions to hardware or to any software supplied by any Person other than PTG; (d) damage to Software by Clerk's employees or third Persons, including, without limitation, damage caused by improper operation or use of other software, hardware, or other equipment; (e) causes beyond the reasonable control of PTG, including, without limitation, any matter described in §14 (Excusable Delays) of this Agreement; (f) electrical disturbances, outages, brownouts, or similar events; (g) PTG's requested involvement in determining or solving a problem with the Software and/or any other software, hardware, or equipment not covered by this Agreement; (h) damage to optical or magnetic media or any work effort associated with copying, reconstructing, or restructuring files or data; (i) damage resulting from radiation, radioactivity, ultraviolet light, or similar agents; (j) training services other than those expressly provided for without charge pursuant to the terms of the Software License Agreement or the Development Agreement; (k) travel costs, including, without limitation, mileage, air fare (coach), accommodations, and meal allowance, except those incurred by PTG in connection with the provision of Covered Maintenance Services; (l) any New Product; (m) Software removed or detached from the System; or, (n) modifications to the Software or to any of the Functional Specifications requested by Clerk.

(10) *Response Times*. PTG will use its best good faith efforts to respond within four (4) hours (but only during the Basic Maintenance Period) of notice from Clerk of the need for Conformity Maintenance Services or notice of a request for Online Support or Telephone Support. Any such notice from Clerk shall, to the extent possible, identify all Critical Defects, and, in connection with the provision of any Conformity Maintenance Service, Online Support, and/or Telephone Support, Clerk shall, at its own expense, provide its full good faith support and cooperation with PTG's efforts at resolution. PTG will use its best good faith efforts to correct all Critical Defects within twenty-four (24) hours after notice from Clerk of the applicable Critical Defects. Non-Critical Defects will be corrected, if correction is reasonably possible, before the earlier of: (a) seventy-five (75) days following the date of next release (following notice of defect from Clerk) of an Enhancement relating to the applicable Software component; or, (b) one (1) year following notice of defect from Clerk.

(11) *Billable Call Maintenance*. Any maintenance service or related service or training other than Covered Maintenance Services will be charged at PTG's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Clerk's site, Clerk will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare (coach), accommodations, and meal

allowance; *provided*, *however*, that, travel expenses shall be limited in amount by the lesser of applicable federal or state statutory requirements or standard U.S. General Services Administration (GSA) rates for Nevada. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by PTG.

(12) *Taxes.* All Software maintenance fees and all other charges payable hereunder are exclusive of federal, state, and local Taxes. Clerk shall pay or reimburse PTG for all such applicable Taxes (exclusive of income and gross receipts Taxes properly payable by PTG) and PTG may add such Taxes to invoices submitted to Clerk.

(13) *LIMITATION OF LIABILITY.* IN NO EVENT SHALL PTG BE RESPONSIBLE TO CLERK UNDER THE TERMS OF THIS AGREEMENT OR OTHERWISE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS OF USE. IN NO EVENT SHALL PTG'S LIABILITY HEREUNDER WITH RESPECT TO THIS AGREEMENT IN THE AGGREGATE FOR ALL CLAIMS EXCEED FIFTY PERCENT (50%) OF THE MAXIMUM BASIC MAINTENANCE FEES PAID HEREUNDER BY CLERK TO PTG DURING ANY ONE YEAR PERIOD. THE LIMITATIONS OF PTG'S LIABILITY HEREUNDER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. CLERK UNDERSTANDS THAT THE FEES CHARGED HEREUNDER BY PTG SPECIFICALLY REFLECT THE ALLOCATION OF RISK AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS §13.

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

(15) *Termination.*

      (a) *Termination at Will*. During the Initial Term or any Subsequent Term of this Agreement, neither Party may terminate the term of this Agreement for reasons other than those expressly provided for in this Agreement; *provided*, *however*, that either Party hereto may terminate the term of this Agreement at any time as of and effective at the conclusion of the Initial Term or any Subsequent Term upon notice to the other Party given not later than ninety (90) days prior to the conclusion of the then current term of this Agreement.

      (b) *Termination by PTG for Non-Payment or Upon Termination of License*. PTG may terminate the term of this Agreement and its obligation to provide Covered Maintenance Services or any other service hereunder upon notice to Clerk in the event Clerk fails to make any payment when due to PTG after ten (10) days notice of such failure to pay from PTG

      (c) *Termination by Clerk*. This Agreement automatically terminates in the event Clerk's license of the Software is terminated pursuant to §12(b) of the Software License Agreement.

(d)   *General Effect of Termination*s.   No termination of the term of this Agreement shall terminate any right or remedy available to a Party as a consequence of any breach of this Agreement by the other Party.

(16)   *Miscellaneous Provisions*.

(a)   ***ARBITRATION.***   UPON THE DEMAND OF EITHER PARTY HERETO, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF PTG'S RELATIONSHIP HEREUNDER WITH CLERK, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN CARSON CITY, NEVADA, AND THE TERMS OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS; *PROVIDED*, *HOWEVER*, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR PROCEEDING TO THE EXTENT, BUT ONLY TO THE EXTENT, THE RELIEF DEMANDED THEREIN IS: (i) TEMPORARY OR PRELIMINARY INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF IN ORDER TO PRESERVE THE STATUS QUO BETWEEN THE PARTIES UNTIL AN ARBITRATION DECISION IS RENDERED WITH RESPECT TO THE MATTERS IN ISSUE; OR, (ii) ENFORCEMENT OF AN ARBITRATION AWARD PREVIOUSLY RENDERED HEREUNDER.   CLERK AND CARSON CITY WILL NOT WAIVE AND INTEND TO ASSERT AVAILABLE NRS CHAPTER 41 LIABILITY LIMITATIONS IN ALL CASES.   TOTAL DAMAGES FOR ANY BREACH BY CLERK SHALL NEVER EXCEED THE AMOUNT OF FUNDS APPROPRIATED FOR PAYMENT UNDER THIS AGREEMENT, BUT NOT YET PAID TO PTG, FOR THE FISCAL YEAR BUDGET IN EXISTENCE AT THE TIME OF THE BREACH.

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

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

(d)   *Entire Agreement*.   This Agreement, together with the License Summary, constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto.   The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

(e)   *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement.

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

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

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

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

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

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

8

(l)　*Effect of License Termination*. No termination of the Software license granted in this Agreement shall terminate the continuing operation or effect of any other provision of this Agreement, or shall deny to any Party hereto the right to enforce any of its rights granted pursuant to this Agreement, whether such enforcement occurs prior to or following any such termination.

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

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement by their duly authorized representatives.

Signed in the presence of:

CLERK:

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

Date: _____

Signed in the presence of:

PIONEER TECHNOLOGY GROUP:

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

Landmark

SOFTWARE LICENSE SUMMARY

between

PIONEER TECHNOLOGY GROUP, LLC

("PTG")

having its principal place of business at:

1100 Central Park Drive, Suite 100

Sanford, Florida 32771

Facsimile: 407-321-7971

and

CARSON CITY CLERK – RECORDER

("Clerk")

having its principal address at:

201 N. Carson Street
Carson City, NV 89701

7/18/2017

1. **Initial License Term.** The initial term ("Initial Term") of this Agreement shall begin immediately upon Software Acceptance Date ("License Agreement Effective Date") for the Landmark Official Records Recording System. Software Acceptance will be deemed to have occurred once the Landmark system is live in a production environment.

2. **LIMITATIONS ON THE CLERK:**

   - **Territory** –   Carson City, Nevada
   - **Field of Use** – Administration and Management of the Official Records for Carson City, NV

3. **SCOPE OF SERVICES:**

Pioneer Technology Group Scope of Services

- Pioneer Technology Group will meet with the Clerk staff to review the project plan ("Plan") and solidify timelines and provide a complete training, installation, and data conversion calendar which will be developed and communicated to all members of the installation team.

- PTG shall define the communications vehicle(s) to be used by and between Clerk and PTG. The Plan shall define the format of and frequency for Status Reporting, Project Change Management Plan, and Conference Calls.

- PTG will assign a Project Manager and an Assistant Project manager who will assist with timely execution of the work plan and be responsible for the communication of their respective sides' issues in a prompt fashion. Project managers will be available on a daily basis for phone conversations and will make themselves available weekly for phone conference meetings.

- PTG will provide a complete list of all third party software needed.

- PTG will provide training on-site at the Clerk's office at the rate of $1,300.00 per day per trainer. The per day fee is inclusive of travel costs and is at the standard U.S. General Services (GSA) rate for Nevada.

- All relevant history will be loaded and converted to the System tables. Current data will be converted just before the final implementation date. Data conversion will be performed at a rate of $175.00 per hour as listed in the Pricing section below.   Conversion hours are capped provided no additional data sources are introduced.

- Network connections and functionality will be tested. All workstations and peripherals will be fully tested with a dry run to ensure a smooth start with the new system.

- PTG will provide Support and Maintenance service that includes diagnostic help, access to Pioneer Technology Group's help desk, upgrades to system software, and membership in the User Group in accordance with the signed Software Maintenance Agreement.

- PTG shall satisfy each specification requirement identified as Exhibit 2 Software Requirements and include as a part of this agreement.

Clerk Scope of Services

- The Clerk will assign a Project Manager who will assist with timely execution of the work plan and be responsible for the communication of their respective sides' issues in a prompt fashion. Project managers should be available on a daily basis for phone conversations and should make themselves available weekly for phone conference meetings.

- Clerk personnel, with the assistance of PTG, will conduct on-site testing of the system. This will ensure that all tables are properly configured and that all reports and forms are functioning as designed. Upon completion of final testing and acceptance, the project managers will confirm the final implementation date.

- Clerk will provide network connections and test functionality. All workstations and peripherals will be fully tested with a dry run to ensure a smooth start with the new system.

- Clerk shall purchase necessary servers, workstations, peripherals, network hardware and operating system software.

- Clerk shall define the System and Network Topology which outlines each server in the environment, its configuration and the network configurations to host the system.

- Clerk will provide PTG with data and images for conversion in a mutually agreed format.

- Assist PTG in the implementation of the system into a live environment.

- Organize training for staff and departments to ensure all pertinent employees are being trained.

4. DELIVERABLES:

Pioneer Technology Group Deliverables

- Pioneer Technology Group will deliver the Landmark System to the Clerk via ftp to be installed on the server.

- PTG will provide full user documentation including logon and logoff procedures, error messages and their meanings, screen prints and instructions on how to use each screen specifically focused toward non-technical users.

- PTG will provide technical documentation in an Administrator's Guide, including, but not limited to: an explanation of workflow diagrams, table layout, table and column definitions, entity relationships, security administration, table maintenance, start-up and shut down procedures, performance monitoring and tuning procedures, technical and network specifications, reorganization procedures and schedules, application deployment instructions and system component list.

- PTG will conduct its Final Test and Acceptance on the System in the Test environment. Clerk acceptance will be dependent on all software components, including third-party software components, listed in the software component list having been delivered, installed, and functioning as designed.

Clerk Deliverables

- Provide PTG with data and images for conversion in SQL format. If SQL is not available, current format is acceptable so long as a full data dictionary is provided.

- Clerk shall install and setup all necessary servers, workstations, peripherals, network hardware and operating system software. Network connections and functionality will be tested. All workstations and peripherals will be fully tested with a dry run to ensure a smooth start with the new system.

- Clerk will conduct its Final Test and Acceptance on the System in the Test environment in accordance with the provided Criteria.

5. Third Party Software
- Microsoft Windows 8 or better
- Microsoft SQL Server 2012 or better
- Microsoft Windows Server 2012
- Twain Driver for Scanner (comes with scanner)

6. Recommended Hardware (Provided by Clerk)

Hardware Configuration

The following presents the system requirements for the Landmark client and the servers it must communicate with. A quick visual guide to this network is provided below:
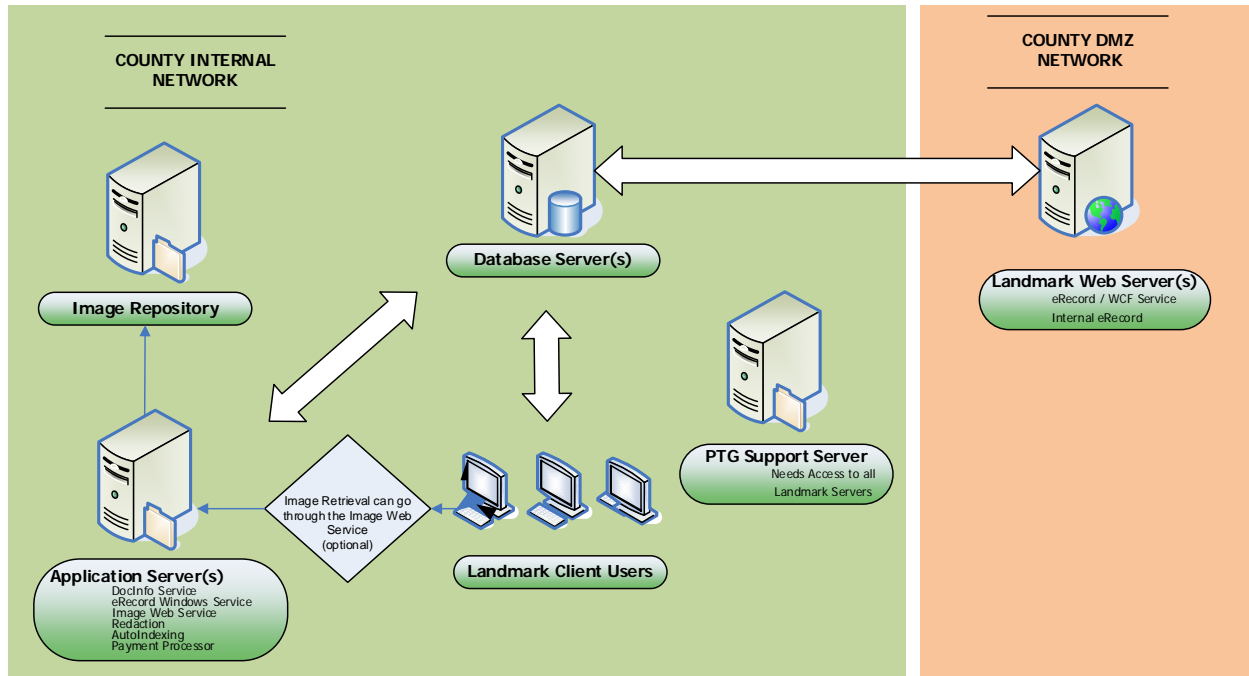
All landmark server requirements are compatible with a virtual environment (VMware, HyperV) and should be configured similarly to a physical environment.

Database Server

This hosts the Landmark database. Enterprise class server is recommended with the following configurations.

- Intel Quad Core CPU 2.7GHz -3.5GHz. Two physical Processors are recommended for Counties with higher recording counts.
- 4 separate drive arrays with RAID for best performance. Size is dependent upon current county usage.
    - o Operating System
    - o SQL Data
    - o SQL Log
    - o SQL Backup (optional)
- 16 GB RAM. For counties with higher recording counts, 32 GB is recommended.
- Windows Server 2012. Can also support Server 2008r2
- Microsoft SQL Server 2012. Can also support SQL server 2014 and 2008r2.

Application Server

Supports multiple Landmark required service. Enterprise class server is recommended with the following configurations.

- Intel Dual Core CPU 2.7GHz -3.5GHz. Two physical (single Quad) Processors recommended for Counties with higher recording counts.
- Drive arrays with RAID for best performance.
    - o Operating System/Landmark Services
- 8 GB RAM. For counties with higher recording counts, 16GB is recommended.
- Windows Server 2012. Can also support Server 2008r2.

Web Server

Runs Landmark Web and Landmark eRecord WCF. Enterprise class server is recommended with the following configurations.

- Intel Dual Core CPU 2.7GHz -3.5GHz.
- Drive arrays with RAID for best performance.
  - Operating System/Landmark Web Services
- 8 GB RAM. For counties with higher recording counts, 16GB is recommended.
- Windows Server 2012. Can also support Server 2008r2.

Image Repository Server

Hosts the landmark images. Enterprise class server is recommended with the following configurations.

- Intel Dual Core CPU 2.7GHz -3.5GHz.
- Drive arrays with RAID for best performance.
  - Operating System/Landmark Web Services
- 8 GB RAM. For counties with higher recording counts, 16GB is recommended.
- Windows Server 2012. Can also support Server 2008r2.

Support Server

This is a "landing spot" for PTG employees to work from.

- Virtually any hardware environment is sufficient for this server.
- Windows Server 2008r2 or 2012 that can support multiple simultaneous RDC connections.

Client Workstation

This is the location that runs the Landmark client.

- Minimum recommended is an i3 Processor (it is supported on lower CPUs).
- Minimum 4GB RAM.
- Windows 7, Windows 8.1 or Windows 10.

Scanner

PTG recommends Fujitsu brand scanners.

- All scanners must be TWAIN compatible.
- Scanner models can be chosen at the county's discretion to meet the needs of the county.

5. Sample Project Plan

A sample project plan has been included as Exhibit 3. Exhibit 3 is a sample, actual dates will be established immediately following the project kick off.

6. Pricing

Landmark Software	
Description	**Amount**
• Landmark License	
Subtotal of Licenses	**$20,900.00**
Total Licenses	**$20,900.00**

Pioneer Services			
Description	Hours	Rate	Amount
Project Management			
Estimated Project Management			**$33,600.00**
Onsite Support	Days		
• Onsite Support, Installation and Training	8	$1,300	$10,400
(Travel Included, at the standard U.S. General Services Administration (GSA) rate for Nevada)			
Estimated Onsite Support	**8**	**$1,300**	**$10,400**
System Customizations	Hours		
• System Customizations	N/A	$175	N/A
Estimated System Customizations		**$175**	**n/a**
Data & Image Conversion	Hours		
• Primary Database	80	$175	$14,000
Data & Image Conversion	80	$175	**$14,000**
Reports & Forms	Hours	$100	
• 25 Reports & Forms (5 hours each)	125	100	$12,500
• Additional Reports & Forms (5 hours per report/form)	N/A		N/A
Estimated Reports and Forms	125	$100	**$12,500**
Total Estimated Services			**$70,500.00**

Landmark Maintenance/Support		
Description		**Amount**
Annual Landmark Maintenance & Support	**1 year**	**$14,250**
Includes:		
Version Upgrades		
Toll Free Help Desk Assistance		
User Group Membership for 2		
Total Landmark Maintenance		**$14,250.00**

OPTIONAL RECORDS MANAGEMENT

Records Management Services Performed
Services Performed at Customer Site

Description	Unit	Rate	Amount
Professional Services		Hourly	
• Project Management Services	1 Hour	$75	
• Document Preparation Services	1 Hour	$35	
• Indexing Services- Land Records (Book/Page, Grantor (up to 2 parties), Grantee (up to 2 parties), record date, doc type). Other Indexing needs to be assessed as quantified	Per Doc	0.35 - 0.65	
Film Scanning	Qty	Each	
• Micro Film- 16mm Role	1 Image	$0.02 - $0.03	
• Micro Film- 35mm Role	1 Image	$0.025 - $0.035	
• Microfiche	1 Image	$0.06 - $0.08	
Paper Document Scanning	Qty	Each	
• Removable Pages	1 Page	$0.060	
• Bound Pages	1 Page	$0.150	
• Over size pages (larger than 11" x 17")	1 Page	$0.750	
*Travel Costs (see chart above) **(_Billed monthly as incurred_)**	TBD		TBD

Records Management Services			
Performed at PTG Headquarters			
Description	**Hours**	**Rate**	**Amount**
Professional Services	**Hours**		
• Project Management Services	1 Hour	$50	
• Document Preparation Services	1 Hour	$20	
• Indexing Services - Land Records (Book/Page, Grantor(up to 3 parties), Grantee (up to 3 parties), record date, doc type)Other Indexing needs to be assessed as quantified	Per Doc	$0.350	
Film Scanning	**Qty**	**Each**	
• Micro Film- 16mm Role	1 Image	0.015 - .025	
• Micro Film- 35 mm Role	1 Image	0.02 - .03	
• Microfiche	1 Image	$0.050	
Paper Document Scanning	**Qty**	**Each**	
• Removable Pages	1 Page	$0.050	
• Bound Pages	1 Page	$0.120	
• Over size pages (larger than 11" x 17")	1 Page	$0.700	
***Travel Costs (see chart above)** *(Billed monthly as incurred)*	**TBD**		**TBD**

_____   _____

PTG Initials   Clerk Initials

EXHIBIT 2

Carson City Clerk-Recorder
SOFTWARE REQUIREMENTS

1. Receipting and fees, providing a high level of accountability for all financial transactions;
   a. Document recording receipting systems (Carson City requires 2 separate receipting systems, Recorder and Clerk) ability to accept multiple forms of payment i.e. cash, check, credit card, ach
   b. Cash receipting as part of the recording workflow.
   c. Provide receipting for recording, copying, certifying, and all relevant functions of the Recorder (and Clerk in Carson City)
   d. Provide for cashiering and till control with corresponding user transaction reports.
   e. <u>Payments to the county shall go directly to the county and not to the vendor as a pass-through</u>
   f. Multiple level security within the application module. User level security controls.
   g. Receipt multiple documents of same type i.e. mining documents.
   h. Work with credit card vendors to have credit card fees covered by customer.
   i. User controlled Document type table.
   j. User controlled Fee schedule table

2. Recording solutions that will improve the service the Recorder delivers to its customers and continue to do so as technology and business operations change in the future.
   a. Scan document- apply electronic recording stamp to scanned image. Optional physical stamp for customers who want physical document. Maintained as part of the recording, indexing work flow.
   b. Import documents from network sources. i.e. maps, old images
   c. Decrease the time it takes to process documents and improve the accuracy of indexing
   d. Allow for counter customers to record documents, received and processed
   e. Access to the images and indices via the web under a variety of conditions or authorities to public.
   f. Provide for billing for the remote access of the satellite or e-site locations of county's images and indices based on defined authorities.
   g. Track original document and not change, alter, or delete document(s)
   h. User-friendly redaction of sensitive information on recorded documents. Allows for retaining of original document.
   i. Simultaneous recording at multiple workstations, <u>both on-site and remote locations</u> and in multiple windows.
   j. Suspending work on documents mid-process, for later return to work.
   k. Ability to query and search database on any data element within the application
   l. Ability to provide for confidential records
   m. Ability to provide chain of documents i. e. deed, dot, reconveyance.

EXHIBIT 2

3. Indexing
    a. Document Index database automatically generate document number.
    b. Marriage Index database
    c. OCR capabilities along with Copy/paste feature
    d. Rejection letters that keep original document for reference.
    e. Multiple abilities to Indexing at recording or independent stage.
    f. Back indexing of older records.

4. Electronic Recording;
    a. Compliant with the Property Records Industry Association (PRIA)
    b. Capable of operating in an open portal environment or via multiple dedicated providers
    c. Interface with e-recording companies with the recording system portal autonomously, without County IT involvement. County must approve the ACH contract.

5. Imaging
    a. Convert from AX (Document Manager) to Landmark
    b. Redaction on current document and new.
    c. Document Imaging export
    d. Non-proprietary image format that meets the Nevada State Archivist standards

6. Real Property Transfer Tax
    a. Tracking exempt Transfers by exemption number.
    b. Provide internet table for calculation of RPTT.

7. Reports/Miscellaneous
    a. Report via different media (FTP, Paper, email, physical storage).
    b. Media creation automated
    c. Tracking the performance and productivity of the system
    d. Tracking the performance and productivity of the staff
    e. County Finance
    f. State of Nevada
    g. Digital Research
    h. Numerous customizable reports.
    i. Transmittal menu standard letter to return recorded documents to requesting party
    j. Fee collection report (daily balancing)
    k. Print list of documents with a social security number
    l. Ability to enter old books into indexing system
    m. For indexing- need a 7 digit number plus one extra space to add a letter if necessary.

8. Internet public searches
    a. Ability to query and view database and images through most industry standard browsers
    b. Public access to documents with unofficial documents watermarked.
    c. User ability of using shopping cart for official records
    d. User ability to query results and download results.

EXHIBIT 2

9. License
    a. Site license not per machine
    b. Enhancement included in yearly maintenance
    c. Phone Support included in yearly maintenance

10. Auto generate daily documents to be emailed to the Assessor

11. Recorder-Searching capabilities
    a. Last name, first name
    b. APN
    c. Date
    d. Document type
    e. Book and Page
    f. Notes line
    g. Description Line
    h. Grantor/Grantee, Party type 1/2

12. Issue Marriage License, data input and prints; marriage application, certificate, souvenir copy and license:
    a. Names of Party 1 and Party 2 with the following fields for both:
    b. Names (first, middle, last)
    c. Birthdate
    d. Calculate age
    e. Resident (city or town)
    f. State
    g. Birthplace (State or Foreign Country)
    h. Identification Number (Social Security Number, Passport #, etc.)
    i. Number of marriages
    j. If previously married, last marriage ended by – widowed, divorce, annulment
    k. When ended (date)
    l. Where ended (City and State
    m. Parent 1 of each Party
    n. Birthplace of Parent 1 (State of foreign Country)
    o. Parent 2 (Maiden Name)
    p. Birthplace of Parent 2 (State or foreign Country)
    q. ((New: field for new name))
    r. Notes: (Remarriage, no blood kin)
    s. Mailing Address
    t. Contact Telephone
    u. Clerk's Name or Initials

Note: Capability to accommodate special language on forms; Rejoined, prison, hospital, and juvenile with parental consent.

13. Record marriage license in the Clerk's office (separate numbering system from recorder)
    a. Unique recording numbers (ability to use numbers and letters)
    b. Populates updated marriage data

EXHIBIT 2

14. Marriage searching capabilities
    a. Party 1 or Party 2
    b. Document number
    c. Date
    d. Book and page
15. Other
    a. Ability to update, enter old records and images
    b. Genealogy
16. Conversion
    a. Work with ADS to convert all current indexed records to include digital images

17. Customer service benefits
    a. Latest technology
    b. Ease of use

Exhibit 3 - Sample Project Plan

CarsonCity_SampleProjectPlan						
ID	Task Mode	Task Name	Duration	Resource Names	Start	Finish
1		**Landmark Installation_Project Plan**	**148 days**		**Mon 10/2/17**	**Wed 4/25/18**
2		**Project Kick-Off**	**12 days**		**Mon 10/2/17**	**Tue 10/17/17**
3		Project Initiation Kick-Off Call	2 days	COUNTY,PTG	Mon 10/2/17	Tue 10/3/17
4		Review and Assign Installation Workbook	5 days	COUNTY,PTG	Wed 10/4/17	Tue 10/10/17
5		Review Contract Requirements and Distribute Project Plan	10 days	COUNTY,PTG	Wed 10/4/17	Tue 10/17/17
6		**Discovery**	**39 days**		**Wed 10/4/17**	**Mon 11/27/17**
7		Schedule onsite Discovery Visit	1 day	PTG	Wed 10/4/17	Wed 10/4/17
8		Conduct onsite Discovery Visit	5 days	PTG	Thu 11/2/17	Wed 11/8/17
9		Complete Process Mapping	8 days	PTG	Thu 11/9/17	Mon 11/20/17
10		Review and Approve Process Mapping document	5 days	COUNTY,PTG	Tue 11/21/17	Mon 11/27/17
11		Coordinate and Schedule Stakeholder Project Review Meetings	1 day	COUNTY,PTG	Thu 11/9/17	Thu 11/9/17
12		**Installation**	**53 days**		**Mon 10/2/17**	**Wed 12/13/17**
13		Schedule Technical Call	1 day	PTG	Mon 10/2/17	Mon 10/2/17
14		Conduct Technical Call	1 day	COUNTY,PTG	Tue 10/3/17	Tue 10/3/17
15		Review Hardware Requirements	1 day	COUNTY,PTG	Tue 10/3/17	Tue 10/3/17
16		Establish and Setup Support Environment	5 days	COUNTY,PTG	Tue 10/3/17	Mon 10/9/17
17		Establish and Setup Test and Live Environment	10 days	COUNTY,PTG	Tue 10/3/17	Mon 10/16/17
18		Validation All Hardware: Servers, Workstations, Peripherals, etc.	20 days	COUNTY,PTG	Wed 10/4/17	Tue 10/31/17
19		Install Landmark Client	2 days	COUNTY	Fri 12/8/17	Mon 12/11/17
20		Install Landmark Web	2 days	COUNTY	Tue 12/12/17	Wed 12/13/17
21		Install eRecord Windows Service	2 days	COUNTY	Tue 12/12/17	Wed 12/13/17
22		Install Doc Info Service	2 days	COUNTY	Tue 12/12/17	Wed 12/13/17

Exhibit 3 - Sample Project Plan

CarsonCity_SampleProjectPlan							
ID	Task Mode	Task Name	Duration	Resource Names	Start	Finish	
23		Install eRecord WCF Service	2 days	COUNTY	Tue 12/12/17	Wed 12/13/17	
24		Install Redaction Service	2 days	COUNTY	Tue 12/12/17	Wed 12/13/17	
25		**Conversion**	**94 days**		**Tue 10/3/17**	**Fri 2/9/18**	
26		Establish and review method of retrieving historical data and images	1 day	COUNTY,PTG	Tue 10/3/17	Tue 10/3/17	
27		Review data conversion of Administrative Configuration, Source Data and Image Library	1 day	PTG	Tue 10/3/17	Tue 10/3/17	
28		Delivery of Complete Historical Data and Image Library	1 day	COUNTY	Wed 10/25/17	Wed 10/25/17	
29		Perform Initial Conversion (Admin Tables, Source Data and Images)	20 days	PTG	Thu 10/26/17	Wed 11/22/17	
30		Perform Internal Data and Image Validation	10 days	PTG	Thu 11/23/17	Wed 12/6/17	
31		Deliver Converted Database	1 day	PTG	Thu 12/7/17	Thu 12/7/17	
32		Perform External Data and Image Validation	15 days	COUNTY	Fri 12/8/17	Thu 12/28/17	
33		Perform Iterative Conversions	25 days	COUNTY,PTG	Fri 12/29/17	Thu 2/1/18	
34		Perform Final Conversion	1 day	PTG	Fri 2/2/18	Fri 2/2/18	
35		Validate and Approve Final Conversion	5 days	COUNTY,PTG	Mon 2/5/18	Fri 2/9/18	
36		**Forms and Reports**	**76 days**		**Wed 10/4/17**	**Wed 1/17/18**	
37		Deliver Standard Library of Forms and Reports	1 day	PTG	Wed 10/4/17	Wed 10/4/17	
38		Complete Forms and Reports Discovery	20 days	COUNTY,PTG	Thu 10/5/17	Wed 11/1/17	
39		Request Modifications/Additions to Standard Library	5 days	COUNTY	Thu 11/2/17	Wed 11/8/17	
40		Develop Forms and Reports	35 days	PTG	Thu 11/9/17	Wed 12/27/17	

Exhibit 3 - Sample Project Plan

CarsonCity_SampleProjectPlan						
ID	Task Mode	Task Name	Duration	Resource Names	Start	Finish
41		Review and Approve Forms and Reports	15 days	COUNTY	Thu 12/28/17	Wed 1/17/18
42		**System Configuration**	**50 days**		**Thu 11/23/17**	**Wed 1/31/18**
43		System Configuration - Administrative Setup	25 days	PTG	Thu 11/23/17	Wed 12/27/17
44		QA and Testing - Administrative Setup	10 days	PTG	Thu 12/28/17	Wed 1/10/18
45		Research Quotes for Labels (Mailing and Document Labels)	5 days	PTG	Thu 11/23/17	Wed 11/29/17
46		Order Labels (Mailing and Document Labels)	1 day	PTG	Thu 11/23/17	Thu 11/23/17
47		Perform Functional Workflow Testing	10 days	PTG	Thu 1/11/18	Wed 1/24/18
48		Review and Approve System Training Readiness	5 days	COUNTY,PTG	Thu 1/25/18	Wed 1/31/18
49		**Interfaces and Integrations**	**69 days**		**Wed 10/4/17**	**Mon 1/8/18**
50		Identify eRecording Vendors	1 day	COUNTY,PTG	Wed 10/4/17	Wed 10/4/17
51		Identify Credit Card Provider	1 day	COUNTY,PTG	Wed 10/4/17	Wed 10/4/17
52		Identify Redaction Vendor	1 day	COUNTY,PTG	Wed 10/4/17	Wed 10/4/17
53		Develop and Configure Integration with eRecording Vendor	10 days	PTG	Thu 12/14/17	Wed 12/27/17
54		Develop and Configure Integration with Credit Card Provider	10 days	PTG	Tue 12/12/17	Mon 12/25/17
55		Develop and Configure Integration with Redaction Vendor	10 days	PTG	Thu 12/14/17	Wed 12/27/17
56		Test and Confirm eRecording Integration	8 days	COUNTY,PTG	Thu 12/28/17	Mon 1/8/18
57		Test and Confirm Credit Card Integration	8 days	COUNTY,PTG	Tue 12/26/17	Thu 1/4/18

Exhibit 3 - Sample Project Plan

		CarsonCity_SampleProjectPlan				
ID	Task Mode	Task Name	Duration	Resource Names	Start	Finish
58		Test and Confirm Redaction Integration	8 days	COUNTY,PTG	Thu 12/28/17	Mon 1/8/18
59		**Training**	**10 days**		**Thu 1/25/18**	**Wed 2/7/18**
60		**Supervisor Training**	**5 days**		**Thu 2/1/18**	**Wed 2/7/18**
61		Schedule Supervisor Training	1 day	PTG	Thu 2/1/18	Thu 2/1/18
62		Create Training Schedule/Agenda	1 day	PTG	Fri 2/2/18	Fri 2/2/18
63		Conduct Supervisor Training	3 days	COUNTY,PTG	Mon 2/5/18	Wed 2/7/18
64		**User Training**	**9 days**		**Thu 1/25/18**	**Tue 2/6/18**
65		Schedule User Training	1 day	PTG	Thu 1/25/18	Thu 1/25/18
66		Create Training Schedule/Agenda	1 day	PTG	Thu 1/25/18	Thu 1/25/18
67		Conduct User Training	8 days	COUNTY,PTG	Fri 1/26/18	Tue 2/6/18
68		**Web/Searcher Training (optional)**	**4 days**		**Thu 1/25/18**	**Tue 1/30/18**
69		Schedule Web/Searcher Training	1 day	COUNTY	Thu 1/25/18	Thu 1/25/18
70		Create Training Schedule/Agenda	1 day	PTG	Fri 1/26/18	Fri 1/26/18
71		Conduct Web/Searcher Training	2 days	COUNTY,PTG	Mon 1/29/18	Tue 1/30/18
72		**Parallel Testing**	**9 days**		**Thu 1/25/18**	**Tue 2/6/18**
73		Schedule Parallel Testing	1 day	PTG	Thu 1/25/18	Thu 1/25/18
74		Create Training Schedule/Agenda	1 day	PTG	Fri 1/26/18	Fri 1/26/18
75		Conduct Parallel Testing	5 days	COUNTY,PTG	Wed 1/31/18	Tue 2/6/18
76		**Go-Live Activities**	**25 days**		**Wed 2/7/18**	**Tue 3/13/18**
77		**Mock Go-Live**	**15 days**		**Wed 2/7/18**	**Tue 2/27/18**
78		Schedule Mock Go-Live	1 day	PTG	Wed 2/7/18	Wed 2/7/18
79		Conduct Mock Go-Live	5 days	COUNTY,PTG	Wed 2/14/18	Tue 2/20/18
80		Review and Remediate Mock Go Live	5 days	COUNTY,PTG	Wed 2/21/18	Tue 2/27/18
81		**Go-Live**	**10 days**		**Wed 2/28/18**	**Tue 3/13/18**
82		Go-Live Readiness Stakeholder Review	1 day	COUNTY,PTG	Wed 2/28/18	Wed 2/28/18

Exhibit 3 - Sample Project Plan

		CarsonCity_SampleProjectPlan				
ID	Task Mode	Task Name	Duration	Resource Names	Start	Finish
83		Create Go-Live Issue Tracking Management	1 day	PTG	Wed 2/28/18	Wed 2/28/18
84		Confirm Live connection with Credit Card Provider	1 day	PTG	Wed 2/28/18	Wed 2/28/18
85		Confirm Live connection with eRecorders	1 day	PTG	Wed 2/28/18	Wed 2/28/18
86		Confirm Live connection with Redaction Service	1 day	PTG	Wed 2/28/18	Wed 2/28/18
87		Confirm Final Sequence Numbers	1 day	PTG	Wed 2/28/18	Wed 2/28/18
88		Go-Live Support	10 days	PTG	Wed 2/28/18	Tue 3/13/18