

TRUTH-IN-TAXATION – TERMS OF USE

These Truth-In-Taxation Terms of Use (“**TNT Terms of Use**”), along with an Order Form (or other similar ordering document) (“**Order Form**”) form an agreement (the “**Agreement**”) between Appraisal & Collection Technologies, LLC (“**ACT**”) and the tax unit named in the Order Form (“**Customer**”). The Agreement includes one or more Order Forms and these TNT Terms of Use. Capitalized terms used herein may be defined in the Order Form.

The ACT web-based application to be made available to Customer as a service is commonly known as the Truth-In-Taxation software application (the “**Application**”). THESE TNT TERMS OF USE GOVERN CUSTOMER’S USE OF THE APPLICATION AS A SERVICE. CUSTOMER SHOULD READ THESE TNT TERMS OF USE CAREFULLY.

CUSTOMER AGREES TO THESE TNT TERMS OF USE, EITHER BY: (A) SIGNING AN ORDER FORM THAT INCORPORATES THESE TNT TERMS OF USE BY REFERENCE; OR (B) USING THE APPLICATION. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, THEN DO NOT USE THE APPLICATION.

1. THE APPLICATION

1.1 Application. Subject to all of the terms of this Agreement, including Customer’s timely payment of Fees (as defined herein), ACT will make the Application available to Customer as a service in accordance with this Agreement. ACT may, in its sole discretion, modify, enhance and/or expand the Application at no additional cost to Customer. ACT may also modify, enhance or expand the Application by providing additional features or functionality, which may, but are not required to be, added by Customer to this Agreement at additional cost. Such additional cost features and functionality may be added by mutual written agreement of the parties.

1.2 License Grant. Subject to all of the terms of this Agreement, including Customer’s timely payment of Fees, ACT hereby grants to Customer, during the Term of this Agreement, a limited, non-exclusive, non-sublicensable and non-transferrable license to access and use the Application as a service, solely for Customer’s operations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Use of the Application is subject to usage limits that are specified in the Order Forms. If Customer’s use of the Application exceeds any of the usage limitations set forth on the Order Form, then ACT may invoice Customer for such excess usage and Customer agrees to pay the additional Fees in the manner provided herein.

2.2 Customer will: (a) be responsible for its users’ compliance with this Agreement; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Application, and notify ACT promptly of any such unauthorized access or use; and (c) use the Application only in accordance with this Agreement, and applicable laws and government rules and regulations.

2.3 Customer will not, directly or indirectly, do any of the following: (a) make the Application available to, or use the Application for the benefit of, anyone other than

Customer, its affiliates or its authorized users; (b) sell, resell, license, sublicense, distribute, rent or lease use of the Application; (c) use the Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) interfere with or disrupt the integrity or performance of any the Application; (e) attempt to gain unauthorized access to the Application; or (f) permit direct or indirect access to or use of the Application in a way that circumvents a contractual usage limit.

2.4 Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Application; (b) modify, translate, or create derivative works based on the Application; (c) use the Application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (d) remove any proprietary notices or labels.

2.5 Although ACT has no obligation to monitor Customer's use of the Application, ACT may do so and may prohibit any use of the Application it believes may be (or alleged to be) in violation of this Section 2 or any other provision in this Agreement.

2.6 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Application, including, without limitation, modems, hardware, servers, operating systems and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer passwords and files.

3. **PRIVACY**

ACT and Customer shall comply with the ACT Privacy Statement, which can be found at: <http://www.texasetr.com/tnt/privacy.jsp>.

4. **FEES AND PAYMENT**

4.1 Customer will pay ACT the applicable fees described in the Order Form for the Application in accordance with the terms of this Agreement (the "**Fees**"). ACT will invoice Customer for Fees due under this Agreement. All invoices are due and payable within thirty (30) days following Customer's receipt of the invoice. All Fees are non-refundable. Unpaid amounts are subject to an interest charge of 1% per month on any outstanding balance, or the maximum permitted by law, unless disputed by Customer in good faith. Customer shall reimburse ACT for all reasonable expenses of collection of undisputed past due amounts. Customer is responsible for all taxes associated with The Application other than U.S. taxes based on ACT's net income.

4.2 If Customer believes that ACT has billed Customer incorrectly, Customer must contact ACT no later than 60 days following receipt of the applicable invoice in order to receive an adjustment or credit. Inquiries should be directed to ACT's customer support department.

4.3 If any amount owing by Customer is thirty (30) or more days overdue, ACT may, without limiting its other rights and remedies, suspend the Application to Customer until such amounts are paid in full.

4.4

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, unless otherwise specified in an Order Form, the term of this Agreement shall be one year (“**Term**”).

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ written notice (or five (5) days’ written notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY; DISCLAIMER

6.1 ACT shall use reasonable efforts consistent with prevailing industry standards to maintain the Application in a manner which minimizes errors and interruptions in the availability of Application. The Application may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond ACT’s reasonable control, but ACT shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. ACT DOES NOT WARRANT THAT THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE APPLICATION.

6.2 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE APPLICATION ARE PROVIDED “**AS IS**” AND ACT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1 ACT AND ITS LICENSORS AND SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR SPECIAL DAMAGES; OR (B) ANY MATTER BEYOND ITS REASONABLE CONTROL; IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 ACT AND ITS LICENSORS AND SUPPLIERS ARE NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR OTHER LIABILITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT THAT EXCEED, IN THE AGGREGATE (WHEN TAKEN TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS) THE FEES PAID BY CUSTOMER TO ACT FOR THE APPLICATION UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE EVENT OR ACT THAT GAVE RISE TO THE LIABILITY.

7.3 The limitations on liability in this Section 7 do not apply if prohibited by applicable law.

8. MISCELLANEOUS

8.1 To the extent a Customer purchase order or similar document contains terms and conditions that are different from or inconsistent with this Agreement, such terms are hereby rejected and this Agreement shall control over any such different or inconsistent terms.

8.2 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

8.3 This Agreement is not assignable, transferable or sublicensable by either party without the other party's prior written consent.

8.4 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all amendments, waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

8.5 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

8.6 This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of law's provisions. The United Nations Conventions on Contracts for the International Sale of Goods shall not apply to this Agreement.

8.7 In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

8.8 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind ACT in any respect whatsoever.

Last Updated: January __ 2019