

MASTER SAAS AGREEMENT

THIS AGREEMENT is entered into as of September __, 2022 ("Effective Date"), by and between Nitorco, Inc., a Georgia corporation with its principal office located at 95 Midway Church Road, Carrollton GA, 30116 Telephone: (678) 951-8300, Facsimile: (678) 951-8303 ("Nitorco"), and the Carroll County Board of Commissioners ("Customer").

WHEREAS, Nitorco has the right to grant rights to access and use the Services (defined below); and

WHEREAS, Customer desires to access and use the Services, all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions.

1.1 "Services" means the hosted, SaaS services generated by Nitorco's proprietary Assurance software and related Nitorco Technology (defined below) as more particularly described the SaaS Services Description and Subscription Fee Statement attached as Exhibit A, including (i) technical support services generally provided to all customers, and (ii) any updates or upgrades to such Services which may be generally released by Nitorco to all customers from time to time.

1.2 "Professional Services" means technical services to be provided by Nitorco regarding the implementation and customization of the of the Nitorco Technology for Customer, such professional services to be provided pursuant to Work Orders.

1.3 "Nitorco Technology" means the software and intangible computer code necessary to deploy and serve the Services via the Site.

1.4 "Site" means the Internet Data Center (defined below) designated by Nitorco for hosting the Assurance Software for purposes of generating and providing the Services.

1.5 "Internet Data Centers." Any of the facilities used by Nitorco to provide the Services. These facilities house the Nitorco Technology used for the provision of Services.

1.6 "Customer Data." Customer's information or other data processed, stored or transmitted by, in or through the Services.

1.7 "Work Order." A document indicating that it is an ""Work Order" for Professional Services which incorporates the terms of this Agreement in written form if mutually agreed upon and duly executed by the parties. In order to be binding, a Work Order must comply with the above requirements. Work Order No. 1 is attached as Exhibit B.

1.8 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise

under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.9 "Affiliate." With respect to Nitorco, any parent or subsidiary corporation, and any corporation, limited liability company or other business entity controlling, controlled by or under common control with Nitorco, which agrees in writing to be bound by all the obligations of Nitorco.

1.10 "Go-Live" means actual use of the Services in a live, production environment.

2. Provision of Services. Subject to the terms and conditions hereof, during the term hereof, Nitorco hereby grants to Customer (i) only to the extent of Customer's employees, subcontractors, and other Customer personnel who require access for the performance of their Customer responsibilities, and (ii) solely for Customer's internal business purposes, a non-exclusive non-transferable, worldwide right and license to access the Site and use the Services. All rights not expressly granted to Customer herein are expressly reserved by Nitorco.

3. Use Restrictions. Customer covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the Nitorco Technology; or (iv) to access, alter, or destroy any information of any customer of Nitorco by any fraudulent means or device, or attempt to do so.

4. Security.

4.1 Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet.

4.2 As part of the Services, Nitorco shall implement generally recognized industry standard procedures to protect Customer Data from unauthorized access.

5. Installation of Services. Nitorco shall implement the Services in accordance with Work Order No. 1 attached as Exhibit B.

6. Outsourcing Internet Data Center Operations. Nitorco may outsource its Internet Data Center operations to subcontractors; provided, however, that Nitorco shall be responsible for the performance of such subcontractors, and Nitorco shall be liable for any action or inaction by such subcontractors as if performed by Nitorco.

7. Monitoring of Customer's Use. Nitorco reserves the right, but not the obligation, to internally monitor Customer's usage of the Site and Services.

8. No Commingling of Customer Data. The Services shall be operated in an environment where (i) all Customer Data shall be stored on files totally separate from those of other customers of Nitorco, or

(ii) all files containing Customer Data are partitioned sufficient to protect the security and privacy of Customer Data.

9. Subscription Fees. Customer shall pay to Nitorco subscription fees for the Services provided hereunder in accordance with the SaaS Services Description and Subscription Fee Statement attached as Exhibit A.

10. Purchase of Professional Services.

10.1 Customer may elect to purchase Professional Services including without limitation technical, consultation, or training services by entering into Work Order(s). Such additional purchases shall be governed by the terms of this Agreement and the applicable Work Order.

10.2 In the event of a conflict or inconsistency between the terms and conditions of this Agreement and any Work Order, the terms and conditions of this Agreement shall control and supersede those of the Work Order.

10.3 Professional Services Warranty. Nitorco will perform all Professional Services in a professional and workmanlike manner in accordance with generally recognized industry standards and practices for similar services with personnel that possess the requisite skill, experience, and qualifications, and shall devote adequate resources to meet its obligations under this Agreement.

11. Taxes. All fees are exclusive of taxes or duties. If Nitorco is required to pay or collect any federal, state, local, value added, tax or duty on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Nitorco's net income, then such taxes and/or duties shall be billed to and paid by Customer immediately upon receipt of Nitorco's invoice and supporting documentation for the taxes or duties charged.

12. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Site, Services, and Nitorco Technology shall remain exclusively vested in and be the sole and exclusive property of Nitorco and its licensors. In addition, Customer hereby transfers and assigns to Nitorco any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer personnel relating to the Services. The nitorco.com domain name, product names and logos associated with the Services are trademarks of Nitorco or third parties, and no right or license is granted to use them, except as may be authorized under a separate agreement. Notwithstanding anything contained herein, Nitorco acknowledges that, as between the parties, Customer owns all right, title and interest, including all intellectual property rights, in and to the Customer Data and is the property of the Carroll County Government. During the Term hereof, Customer hereby grants to Nitorco, a limited, non-exclusive, royalty-free, license to reproduce, distribute, use, and display the Customer Data to the extent necessary for Nitorco to provide the Services to Customer.

13. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

13.1 Definition of Confidential Information. For purposes hereof, "Confidential Information" means, (i) non-public aspects of Nitorco's Site and the operation thereof, Nitorco Technology, including the Services provided by Nitorco, and non-public aspects of Nitorco's business and technical information, and data, (iii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.

13.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

13.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

14. Nitorco Representations and Warranties. Nitorco represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between Nitorco and any third parties.

15. Limited Warranty. Nitorco represents and warrants that the Services will: (i) conform to all material operational features as described in documentation provided by Nitorco, (ii) be free of errors and defects that materially affect the performance of such features, and (iii) be at the time of Go Live, free of viruses, malicious code, trojan horse, backdoor, or any other software or hardware devices the effect of which is to permit unauthorized access to any of Customer's systems or the Services ("Limited Warranty"), provided that Customer notifies Nitorco of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at Nitorco's expense; provided however, if the Services Warranty is breached more than three times in any twelvemonth period, Customer may terminate this Agreement with immediate effect and without any continuing obligation to Nitorco.

16. Service Level Agreement. The service level agreement set forth in Exhibit C ("Service Level Agreement") states Customer's sole and exclusive remedy for any performance failure of the Services in terms of levels of service.

17. Warranty Disclaimers. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE AND THOSE PROVIDED IN THE CUSTOMER'S STANDARD ADDENDUM attached hereto, NEITHER NITORCO NOR ANY OF ITS SUPPLIERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND NITORCO SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICE, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. NITORCO DOES NOT WARRANT THAT THE SERVICE OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICE OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE.

18. Disclaimer of Actions of Third Parties. Nitorco does not and cannot control the flow of data to or from Nitorco's Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although Nitorco will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Nitorco cannot guarantee that such events will not occur. NITORCO DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT NITORCO'S SUBCONTRACTORS.

19. Intellectual Property Indemnity. Nitorco will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Customer that the Nitorco Technology or Services infringe on any Proprietary Right of a third party; provided, however, that Nitorco is notified in writing of such claim promptly after such claim is made upon Customer. Nitorco shall have the right to control any defense of the claim but the Customer may meaningfully participate in such defense at Customer's expense. In no event shall Customer settle any such claim without Nitorco's prior written approval. Nitorco shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Nitorco Technology or Services other than by Nitorco, (ii) any combination of the Nitorco Technology or Services by Customer with other programs or data not furnished by Nitorco, or (iii) any use by Customer of the Nitorco Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the Nitorco Technology or Services are intended.

20. Options for Infringement Claims. If any party is enjoined from using the Nitorco Technology, or if Nitorco believes that the Nitorco Technology may become the subject of a claim of intellectual property infringement, Nitorco, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the Nitorco Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided herein and the applicable Work Order; or (iii) terminate this Agreement, in which case Nitorco shall refund to Customer any and all subscription fees paid in advance by Customer for those Services not provided by Nitorco and provide, at Customer's request and free of charge, the Customer Data in the current SQL server backup format. This Section and the preceding Section sets

forth the entire liability of Nitorco to Customer for any infringement by the Nitorco Technology or Services of any intellectual property right of any third party. Notwithstanding the foregoing, this Section does not apply to third party software including without limitation open-source software.

21.

21.1 Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA AND/OR UNAUTHORIZED ACCESS OR ACQUISITION OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES OR THIS SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21.2 Exclusion. Nitorco shall not be held responsible for data entry errors caused by Customer personnel.

22. Term of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of 3 years. The initial term hereof shall automatically renew for successive one (1) year terms, unless either party terminates this Agreement with written notice to the non-terminating party at least 90 days prior to the expiration of the then-current term.

23. Return of Materials. Within 30 days of the expiration or termination of this Agreement, Customer shall return to Nitorco any and all materials provided by Nitorco, and Nitorco shall return Customer Data in a standard data format.

24. Transition Services Upon Expiration or Termination of this Agreement. Incident to the expiration or termination of this Agreement, Nitorco shall provide to Customer its Customer Data in the current SQL server format readily available to Nitorco at no additional charge. If Customer requests the Customer Data in a non-standard format, Customer shall pay to Nitorco a reasonable fee for technical services as determined by Nitorco.

25. Governing Law; Dispute Resolution.

25.1 This Agreement is entered into in the State of Georgia, which is the place of performance and where payment becomes due. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Georgia (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods.

25.2 RESERVED.

25.3 RESERVED

26. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof, in the Addendum attached hereto, or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

27. Assignment. Neither party shall assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without the non-assigning party's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

28. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to Nitorco hereunder.

29. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile signature or any transmission of any signature of a party shall be deemed an original and shall bind such party.

30. Miscellaneous. This Agreement shall be construed under the laws of the State of Georgia, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be. In the event of a difference between this Agreement and Exhibit E, Customer's Standard Addendum, then Exhibit E shall control.

[The immediately following page is the signature page.]

IN WITNESS WHEREOF, the parties duly execute below under seal.

Customer: Carroll County Board of Commissioners

Nitorco, Inc.

By _____
(Signature)

By _____
(Signature)

Name: Michelle Morgan

Name: _____

Title: Chairman

Title: _____

Attest:

Attest: _____

County Clerk

Name: _____

Title: _____

Vickie Bearden,
Carroll County Tax Commissioner

(CORPORATE SEAL)

EXHIBIT A

SAAS SERVICES DESCRIPTION AND SUBSCRIPTION FEE STATEMENT

DESCRIPTION: THE ASSURANCE SOFTWARE SUITE

- Collects payments for property taxes over the web, across the counter and through bank payments and third-party mortgagors.
- Tracks collections from entry until distribution of funds.
- Allows for distribution of collected funds to needed entities.
- Allows for import of Tax Digests, bills, and mortgage payments.
- Allows for retrieval of collection information through search functions and reporting based on county's needs.
- Calculates taxes based on assessed value and exemptions.

SAAS SERVICES FOR HOSTED ASSURANCE SOFTWARE SUITE

1. Nitorco shall provide the Services which shall be accessible through the Site and by Customer via a executable interface provided by Nitorco.
2. Customer shall be solely responsible at its expense to provide: (i) Customer's connection to the Internet and necessary WiFi service, and (ii) commercially available Web browsers (in accordance with specifications to be provided by Nitorco).
3. Nitorco shall back up Customer Data each business day with Microsoft's, Amazon Web Services', or Google's back-up platform.

TECHNICAL SUPPORT SERVICES INCLUDED IN SAAS SERVICES

1. Definitions.

1.1 "Error" means a programming error, logic error, or defect within the Services which causes it to operate incorrectly or otherwise not in conformity with the associated documentation and that is reproducible by Nitorco.

1.2 "Priority A Error" means an Error which renders the Services inoperative or causes the Services to substantially fail.

1.3 "Priority B Error" means an Error which substantially degrades the performance of the Services or materially restricts use of the Services.

1.4 "Priority C Error" means an Error which causes only a minor impact on the use of the Services.

1.5 "Workaround" means a change in the procedures followed or data supplied by a Completed Software user to avoid an Error without substantially impairing use of the Services.

2. Error Correction. Nitorco shall provide to Customer error correction services as described below, provided that Customer provides written documentation of the Error sufficient for Nitorco to reproduce same with Nitorco's master copy of the Services.

2.1 Priority A Errors. Within twenty-four (24) hours of receipt of notice from Customer during Nitorco's normal business hours of any Priority A Error, Nitorco shall assign appropriate personnel to diagnose and begin correcting the Error. Nitorco shall undertake efforts to provide Customer with a temporary solution, and shall provide Customer with a Workaround or fix within fifteen (15) business days of receipt of such notice.

2.2 Priority B Errors. Within two (2) business days of receipt of notice from Customer of a Priority B Error, Nitorco shall assign appropriate personnel to correct the Error; provide Customer with periodic reports on the status of the corrections; and initiate work to provide Customer with a Workaround or fix. Nitorco shall undertake efforts to provide Customer with a temporary solution. Nitorco shall use commercially reasonable efforts to include the fix for the Error in the next regular maintenance release for the Services.

2.3 Priority C Errors. Nitorco shall use commercially reasonable efforts to include the fix for the Error in the next major release of the Services.

3. Technical Contacts. Customer shall designate one of its employees as its principal contact for communicating with Nitorco regarding technical support issues hereunder. Customer may change its technical contact from time to time by written notice to Nitorco.

SUBSCRIPTION FEES PAYABLE FOR SAAS SERVICES

Commencing with Go-Live for the Services in accordance with Work Order No. 1 attached as Exhibit B, Customer shall pay to Nitorco a subscription fee in the amount of **\$2,525 payable monthly** in advance upon receipt of invoice typically sent on or about the 5th day of each calendar month during the term of this Agreement.

EXHIBIT B
WORK ORDER NO. 1
For Professional Services: Software Installation and Implementation for Hosting

This Work Order No. 1 shall be governed by the terms and conditions of a certain Master SaaS Agreement by and between the parties dated September ____, 2022.

Capitalized terms used in this Work Order and not otherwise defined shall have the same meaning as set forth in the body of the Master SaaS Agreement.

1. Description of Work.

1.1 Assurance – installation and implementation of the Software on Customer’s premises.

1.2 Customizations for the Assurance software to the extent needed to provide for the following tax exemptions, provided that Customer supplies the formulas and data required to perform the required calculations.

- L1 - homestead
- L3
- LC/LCM
- L4/L4M
- LF
- L1 – Carrollton Homestead
- L4/L4M – Carrollton Age, multiple dwellings
- L4/L4M – Bremen
- L4/L4M – Bowden
- L4/L4M – Mt Zion

1.2 Training – Nitorco will provide 7 days of on-site employee software training at no additional costs beginning December 2022. If additional training days are requested by County, County will incur a charge of the current training rate at the time of request.

2. Installation Fee And Payment Terms. The one-time Installation Fee payable to Nitorco for Professional Services pursuant to this Work Order No. 1 shall be a fixed fee in the total amount of **\$35,000** to be paid per the payment schedule below.

3. Provided Customer makes the data available to Nitorco no later than September 15, 2022, the Go-Live date for the SaaS Services shall be no later than January 1, 2023 and Nitorco shall provide testing period beginning no later than December 1, 2022. Customer will be allowed to test the Services in a testing environment or so called “sand-box” environment for conformity with all material aspects of the Documentation and compliance with the description of the Services set forth in Exhibit A. To the extent the Services do not comply the description of Services set forth in Exhibit A, then Nitorco shall use best efforts to remedy such non-compliance prior to the Go-Live Date. In the event that Nitorco is unable to remedy such non-compliance, then Customer may terminate this Agreement without any further obligation to Nitorco.

4. Best Efforts. Nitorco shall undertake its best efforts to complete the services for this Work Order timely in accordance with (i) the completion Due Date specified in the payment schedule below, and (ii) the Go-Live date specified in paragraph 3 above.

5. Cooperation. Customer acknowledges (i) that certain Services and/or deliverables necessary for the Services to be provided by Nitorco may be dependent on Customer providing certain data, information, or assistance (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of Services and/or the timely delivery of deliverables by Nitorco. The parties agree that any delay or failure by Nitorco to provide Services hereunder which is caused by Customer's failure to provide timely Cooperation reasonably requested by Nitorco shall not be deemed to be a breach of Nitorco's performance obligations under this Work Order No. 1.

Payment Schedule

MILESTONE	DUE DATE	PAYMENT OBLIGATION
Assurance Software is installed in its hosted environment and Customer is given access to the Services	Completion of installation and access projected for December 1, 2022	\$35,000 Payable as follows: <ul style="list-style-type: none"> • 50% upon Installation of the Software and Customer is given access to the Software • The remaining 50% upon Go-Live (meaning actual use in a production environment)
Go-Live of the Services	January 1, 2023	The remaining 50% upon Go-Live

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Customer: Carroll County Board of Commissioners

Nitorco, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: Michelle Morgan

Name: _____

Title: Chairman

Title: _____

Attest: _____
County Clerk

Attest: _____

Name: _____

Title: _____

Vickie Bearden,
Carroll County Tax Commissioner

(CORPORATE SEAL)

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. Service Level Commitment. In the event that Customer experiences service performance issues as a result of Nitorco's failure to provide Services under this Agreement, Nitorco will, upon Customer's request in accordance with Section 4 (below), credit Customer's account as described below (the "Service Level Commitment").

2. Definitions. For purposes of this Agreement, the following definitions shall apply.

2.1 "Downtime" shall mean network unavailability within Nitorco's network for forty-five (45) consecutive minutes resulting in the failure of Nitorco to provide Services for such period. Downtime shall not include any network/Services unavailability during Nitorco's scheduled maintenance of Nitorco's Internet data center(s), network, and/or Services.

2.2 "Service Credit" shall mean an amount equal to the pro-rata recurring subscription fees for one (1) day of the Services.

3. Downtime Periods. In the event Customer experiences Downtime, Customer shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Customer be entitled to more than two (2) Service Credits for any given calendar day.

4. Customer Must Request Service Credit. Upon receipt of a written request from Customer for a prior calendar month requesting information regarding a specific instance of Downtime, Nitorco will provide Customer with a related incident report from which Customer may determine the nature of any Downtime. In order to receive a Service Credit in connection with a particular instance of Downtime, Customer must notify Nitorco within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit for the applicable instance of Downtime.

5. Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Nitorco to Customer for any and all Downtime that occurs in a single calendar month shall not exceed seven (7) Service Credits. Any Service Credits owed shall be issued in the form of a Service Credit added to end of the Term or as a refund check for the dollar value of the Service Credit which will be mailed to Customer at the end of Term.

6. Termination Option for Chronic Problems. Customer may terminate this Agreement and without liability or penalty to Nitorco by notifying Nitorco within ten (10) days following the occurrence of either of the following: (i) Customer experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Customer experiences more than eight (8) consecutive business hours of Downtime due to any single instance. Such termination will be effective thirty (30) days after receipt of such notice by Nitorco.

EXHIBIT D
INSURANCE COVERAGE

Nitorco shall carry general liability insurance in the amount One Million Dollars (\$1,000,000.00) for each claim and One Million Dollars (\$1,000,000.00) in the aggregate, and name the Customer as an additional insured. Nitorco shall also carry errors and omissions (professional liability) insurance in the amount One Million Dollars (\$1,000,000.00) for each claim and in the aggregate. Such policy shall provide coverage for claims arising out of the services provided hereunder by the Nitorco or its subcontractors. Coverage shall be maintained for a period of two years following the termination of the Agreement. The policy shall also include coverage for all costs incurred by the Customer to respond to the theft, loss, unauthorized disclosure or access to Customer data, all damages resulting from such incidents, including fines and penalties imposed upon the Customer, and coverage shall be maintained for the period of time in which the Nitorco (or its subcontractors) maintains, possesses, stores or has access to Customer data, or for a period of two years following the termination of the contract, whichever is greater. Coverage shall be maintained for the period of time in which the Nitorco (or its subcontractors) maintains, possesses, stores or has access to Customer data, or for a period of two years following the termination of the Agreement, whichever is greater. Nitorco shall provide to the Customer a certificate of insurance evidencing such insurance coverage.

EXHIBIT E
ADDENDUM TO THIS AGREEMENT

ADDENDUM to
Master SaaS Agreement
between CARROLL COUNTY BOARD OF COMMISSIONERS (the "County" or "Customer") and
NITORCO, INC. ("Contractor")

In the event of conflict between this Addendum and the above-referenced agreement and other documents in connection therewith (collectively, the "Agreement"), this Addendum shall control:

1. HOLD HARMLESS - Any clause requiring the County to indemnify or hold harmless any party is hereby deleted in its entirety.
2. GOVERNING LAW -The Agreement shall be governed by the laws of the State of Georgia. This provision replaces any references to any other State's governing law.
3. DISPUTES - Any references in the Agreement to waiver of jury trial are hereby deleted. Venue for any dispute will be in the superior court of Carroll County, Georgia.
4. TAXES - Provisions in the Agreement requiring the County to pay taxes are deleted. As a political subdivision of the State of Georgia, the County is generally exempt from Federal, State, and local taxes and will not pay taxes for any Contractor including individuals, nor will the County file any tax returns or reports on behalf of Contractor or any other party.
5. INTEREST – Any provision for interest or charges on late payments is deleted.
6. NO WAIVER - Any language in the Agreement requiring the County to waive any rights, claims or defenses is hereby deleted.
7. FISCAL YEAR FUNDING - Service performed under the Agreement may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by the County Board of Commissioners or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the Agreement shall terminate without penalty on June 30. After that date, the Agreement becomes of no effect and is null and void. However, the County agrees to use its good faith efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
8. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the County may bring suit against Contractor or any other party are deleted.
9. SIMILAR SERVICES; RESTRICTIVE COVENANTS - Any provisions limiting the County's right to obtain similar services or equipment in the event of default or non-funding during the term of the Agreement are hereby deleted. Any provisions restricting the County's ability to hire employees or restricting competition are hereby deleted.
10. ATTORNEY'S FEES - The County recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null

and void.

11. ASSIGNMENT – Contractor shall not have the right to assign the Agreement without the prior written consent of the County.

12. LIMITATION OF LIABILITY – The County cannot agree to assume the potential liability of Contractor. Accordingly, any provision in the Agreement limiting Contractor’s liability for direct damages is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

13. RIGHT TO TERMINATE County shall have the right to terminate the Agreement without cause upon thirty (30) days written notice to Contractor. County agrees to pay Contractor for services received prior to the effective date of termination. Contractor will not be entitled to any payment, including lost profits, for services not rendered.

14. TERMINATION CHARGES - Any provision requiring the County to pay a fixed amount or liquidated damages upon termination of the Agreement is hereby deleted. The County may only agree to reimburse a Contractor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the County prior to the end of any current Agreement term.

15. DEFAULT BY CONTRACTOR - In the event that Contractor breaches any term or condition of the Agreement or any other event occurs which demonstrates a reasonable likelihood that Contractor is unable or unwilling to fulfill its obligations under the Agreement, the County shall be entitled to immediately terminate the Agreement. In the alternative, the County, in its sole discretion, may provide Contractor with ten (10) days written notice that Contractor may avoid termination of the Agreement by curing, to the satisfaction of the County, the breach(es) identified in the written notice within a specified period not to exceed ten (10) days. Any allowance by the County of an opportunity for Contractor to cure a specific breach shall not operate as a waiver by the County of its right to refuse such an opportunity to cure in the event of any other breach, and shall not establish any course of dealing or performance between the parties.

16. INSOLVENCY OF CONTRACTOR - The County may terminate the Agreement, in whole or in part, by written notice to Contractor and may regard Contractor in default of the Agreement if Contractor becomes: insolvent; makes a general assignment for the benefit of creditors; files a voluntary petition of bankruptcy; suffers or permits the appointment of a receiver for its business or assets; becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or has wound up or liquidated, voluntarily or otherwise.

17. DEBARMENT - The County may terminate the Agreement, in whole or in part, immediately, without notice, if Contractor is debarred or suspended from performing services on any public agreements.

18. RETURN OF COUNTY PROPERTY - Upon the termination for any reason or expiration of the Agreement, Contractor promptly must return to County all data, papers, materials and other property of County then in its possession, including but not limited to all work in progress as is appropriate in its then existing form (all digital data owned by the County) to the County, provided, however, Contractor may retain a copy of such information to the extent that retention is necessary to comply with its internal

document retention policies aimed at legal, corporate governance or regulatory compliance.

19. RENEWAL. The term of the Agreement is subject to the provisions of O.C.G.A § 36-60-13. Pursuant to O.C.G.A § 36-60-13, the Agreement terminates at the end of the fiscal year in which the Agreement is made as well as at the end of any fiscal year for which the Agreement is renewed. The County must issue written notification to contractor thirty (30) calendar days prior to the end of the fiscal year to confirm termination. In absence of such written notice of termination, the Agreement will automatically continue.

20. ACCELERATION – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

21. CONFIDENTIALITY – Any provision regarding confidentiality of the terms and conditions of the Agreement is hereby deleted. County Agreements are public records under the Georgia Open Records Act subject to disclosure upon request unless excepted under the statute or any other statute.

22. AMENDMENTS - All amendments, modifications, alterations or changes to the Agreement shall be in writing and signed by both parties. No future amendment, modification, alteration or change may be made to this Addendum without the express written approval of the County.

23. COMPLIANCE WITH LAWS - All services performed by Contractor shall be performed in accordance with all laws, regulations and ordinances.

24. PRODUCTS, SOFTWARE AND SPECIFICATIONS - The Contractor shall provide all products, goods, software, applications and services in strict compliance with the descriptions and representations as to the products, software, applications and services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear in the terms of the Agreement. All services performed by the Contractor shall be performed in accordance with all laws, regulations and ordinances.

25. NO INFRINGEMENT - Contractor represents to County that Contractor owns all right, title, and interest in and to the software and applications or otherwise has obtained all licenses necessary to sublicense the rights in the software and applications and has the full legal right to license the software and application in accordance with the Agreement. Contractor represents that it has no actual or constructive knowledge that the Application infringes upon or misappropriates any patent, trademark, copyright or any trade secret or proprietary right of any person or entity or any knowledge of any pending lawsuit relating to such infringement or misappropriation. Contractor shall, at its expense, defend any suit or claim instituted against the County and indemnify the County against any claims, losses, damages, costs, proceedings made against the County insofar as the same is based on any claim that any of the software, applications, licenses and/or services constitutes an infringement of intellectual property rights, patent copyright, or any trade secret or proprietary right or licenses.

26. SOFTWARE WARRANTY. If the County determines that some functions/capabilities within Contractor are not performing up to required specifications, Contractor will take commercially reasonable measures to remedy such situation during the term of this Agreement at no additional charge to the County. To the extent that Contractor is unable to remedy such performance issues, the County may terminate this Agreement without any additional or further obligation to Contractor.

27. INSURANCE - Contractor shall carry general liability insurance in the amount One Million Dollars (\$1,000,000.00) for each claim and One Million Dollars (\$1,000,000.00) in the aggregate, and name the County as an additional insured. Contractor shall also carry errors and omissions (professional liability) insurance in the amount One Million Dollars (\$1,000,000.00) for each claim and in the aggregate. Such policy shall provide coverage for claims arising out of the services provided hereunder by the Contractor or its subcontractors. Coverage shall be maintained for a period of two years following the termination of the Agreement. The policy shall also include coverage for all costs incurred by the County to respond to the theft, loss, unauthorized disclosure or access to County data, all damages resulting from such incidents, including fines and penalties imposed upon the County, and coverage shall be maintained for the period of time in which the Contractor (or its subcontractors) maintains, possesses, stores or has access to County data, or for a period of two years following the termination of the contract, whichever is greater. Coverage shall be maintained for the period of time in which the Contractor (or its subcontractors) maintains, possesses, stores or has access to County data, or for a period of two years following the termination of the Agreement, whichever is greater. Contractor shall provide to the County a certificate of insurance evidencing such insurance coverage.

28. NOTICES – All notices to the County shall be delivered to the following address:

Carroll County Tax Commissioner
Attn: Tax Commissioner
423 College Street, Room 401
Carrollton, Georgia 30117

Copy to:
Carroll County, Georgia
Attn: Chairman, Board of Commissioners
Historic Court House
323 Newnan Street, Room 200
Carrollton, GA 30117

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Addendum as of the effective date set forth above.

Customer: Carroll County Board of Commissioners

By: _____
(Signature)

Name: Michelle Morgan

Title: Chairman

Attest: _____
County Clerk

Vickie Bearden,
Carroll County Tax Commissioner

Nitorco, Inc.

By: _____
(Signature)

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

(CORPORATE SEAL)