

AGREEMENT:

The Implementation, Hosting and Maintenance of the
Real Estate Tax Processing Cloud-Based Software Provided as a Service Known as "Autoagent Software"

Prepared for:

Wise County Tax Assessor/Collector, TX

AGREEMENT

This AGREEMENT is made and entered into as of 8-8-22, by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), a Delaware corporation, maintaining its principal place of business at 3497 Pine Haven Circle, Boca Raton, FL 33431, and Wise County Tax Assessor/Collector (hereinafter, "Agency"), a Government Agency maintaining its principal place of business at 404 W. Walnut, Decatur, TX 76234.

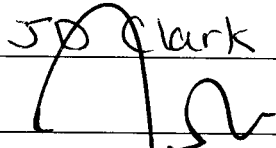
1. **TERM:** This Agreement shall be in effect for a period of one (1) year from the date of its acceptance by the Agency and shall be renewed automatically for successive one-year terms thereafter, subject to the right of either party to terminate for good cause, anytime during the term (initial term or as extended thereafter) by providing to the other party written notice of the desire to terminate at least sixty (60) days prior to the intended date of termination. Good cause is defined as: a) inability by Autoagent to properly and timely import billing data provided by the Agency; b) inability of Autoagent to provide accurately formatted payment files; c) inability by Autoagent to facilitate the Mass Pay process for the Agency in its entirety; d) inability of Autoagent to provide reasonable security of the data hosted by Autoagent; and e) inability of Autoagent to reduce refunds from the main three tax servicing companies, specifically CoreLogic Real Estate Tax Service, Lereta LLC, and Wells Fargo Real Estate Tax Services, also known as Core Tax Servicers (hereinafter, "CTS"), after the completion of the first tax season. Any termination other than for cause by the Agency will permit Autoagent to be compensated for its cost of onboarding, programming, and training.
2. **COMPUTER OPERATIONS:** Autoagent will provide computer usage of its Autoagent software and related systems and services to the Agency. The computer software will be available 7 days a week, 24 hours a day except during times of scheduled maintenance.
3. **FEES:** There is no fee to be paid to Autoagent from the Agency associated with the usage of the aforementioned software or any services related to the use of this software. Fees are paid by the end users of the software ("Payers"). Payers are third party companies who pay fees for parcel data access and/or make parcel payment commitments to the Agency electronically using the Autoagent software for escrow or bulk real estate tax compliance.
4. **PRODUCT TRAINING:** The Agency agrees to attend a one-hour virtual training session or complete a guided launch session to ensure that Agency staff has the knowledge required to use Autoagent.
5. **PROGRAMMING:** Autoagent will provide programming services as needed to meet the requirements of the Agency in accordance with the business rules and regulations that the Agency operates under in terms of collecting real estate property taxes. Autoagent shall have no access to any computer hardware of the Agency unless the Agency provides access to Autoagent for the sole purpose of distributing data directly related to the operation of Autoagent's software.
6. **DELIVERABLES:** The Agency agrees to supply Autoagent answers to a simple questionnaire, sample billing and payment files and their associated layouts at a minimum three (3) weeks prior to the upcoming collection start date.
7. **BILLING DATA DELIVERY:** The Agency agrees to supply updated billing data to Autoagent at a minimum once per week during the billing cycles to ensure accurate payments. During the time outside the billing cycles, the Agency agrees to supply billing data to Autoagent at a minimum of once a month so that data can be used for delinquency research.
8. **DATA REQUIREMENTS:** The Agency agrees to deliver billing data that contains at a minimum the following data column: Parcel Number, Owner Name, Parcel Address, Base Tax Amounts, Current Tax Balances, Current Interest and Penalties, Prior Year Delinquencies, and Legal Description. The Agency agrees to provide current parcel statuses such as tax sales, bankruptcies along with active exemptions such as homestead, veteran, disability, and other exemptions that may reduce tax balances. This data ensures escrow companies can properly research their accounts to maintain proper escrow balances and ensure accurate payments. In case the Agency is unable to deliver all the above, the Agency agrees, with the help of Autoagent, to augment its data delivery to Autoagent over time. Autoagent shall work with the Agency and the Agency's tax software vendor to achieve the above minimum data requirements within a mutually acceptable period, without any financial burden to the Agency.
9. **PAYER PARTICIPATION:** Agency agrees to encourage the main three CTS companies, to utilize the Autoagent Software for the Mass Pay processing and billing data delivery to Agency. Autoagent shall provide to Agency an automated method to advise and instruct payer groups to participate and provide to Agency clearly documented material and instructions to facilitate this process.
10. **MAINTENANCE AND HOSTING:** Autoagent will host and maintain the Autoagent application software. The Agency shall not be responsible for any expenditures that Autoagent may incur in relation with the maintenance and hosting of the Autoagent's application software.
11. **OWNERSHIP AND LICENSE:** Any and all software developed and compiled by Autoagent pursuant to this Agreement shall be the property of Autoagent.

This Agreement shall be governed by the laws of the State of Texas.

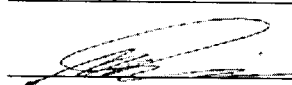
ACCEPTANCE

The undersigned execute the foregoing agreement by placing their signatures below as of the date first above written.

FOR THE CUSTOMER:

Company: Wise County
Name: J D Clark
Signature: 
Title: County Judge
Address: PO Box 393
Decatur TX 76234

FOR AUTOAGENT:

Company: Autoagent Data Solutions, LLC
Name: Niko Spyridonos
Signature: 
Title: President & CEO
Address: 3497 Pine Haven Circle
Boca Raton, FL 33431

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Autoagent Data Solutions LLC
Boca Raton, FL United States

Certificate Number:
2022-915051

Date Filed:
07/27/2022

Date Acknowledged:

8-9-22

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wise County TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Autoagent Software
Autoagent Data Solutions LLC is a web-based tax collection solution that facilitates the tax payment process between Payers and Tax Collectors.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spyridonos, Nikolaos	Boca Raton, FL United States	X	

5 Check only if there is NO Interested Party.

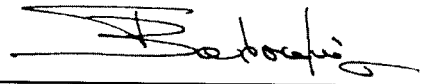
6 UNSWORN DECLARATION

My name is Yanni Valsamas, and my date of birth is 9/18/1970.

My address is 3455 Buena Road, Highland Park, IL, 60035, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Lake County, State of Illinois, on the 27 day of July, 2022.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)