CONTRACT ROUTING FORM

1. **Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.**
   Department: Tax
   Department contract file name (use effective date): DEVNET INC_Tax_20211101
   Project Code: Click here to enter text.
   Contract type: Contract
   Contracted Services/Goods: Tax Software
   Contract Component: Master
   Change Order Number/Addendum Number: Click here to enter text.
   Vendor Name: DEVNET INC
   Effective Date: 11/1/2021
   Approved by: Commissioners
   Commissioner Approval Date:9/20/2021
   Ending Date: 11/1/2026
   Total Amount: $554,870.20 over a five year period
   Is this contract funded by federal dollars?   Yes☐   No☒

2. Department Head or his/her designee has read the contract in its entirety.
   By: _____Jenny Williams_____ (Department Head signature required)

3. County Attorney has reviewed and approved the contract ☒
   County Attorney has reviewed and rejects the contract ☐ Reason:_____
   _____

   This is an automatic renewal and does not require approval from the County Attorney: Yes☐   No☐

   ⚠ If this box is checked the County Attorney's Office has reviewed the contract but has not
   made needed changes to protect the County because the contract is a sole source contract
   and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable.   Yes☒   No☐

5. Vendor has signed the contract.   Yes☒   No☐

6. A budget amendment is necessary before approval.   Yes☐   No☒
   If budget amendment is necessary, please attach to this form.

7. Approval

   ☒ Requires approval by the BOC - contracts over $100,000.00, contracts longer than three years and leases
   longer than one year. Follow Board submission guidelines.

   ☐ Requires approval by the Manager – contracts $100,000 or less.

8. Submit to Clerk.

   Clerk's Office Only

   ☐ Finance Officer has signed the contract
   ☐ The Finance Officer is not required to sign the contract

DEVNET

CAMA, Personal Property, Billing & Collection, wEdge E-government &
integrated EdgeMaps Solution
License, Maintenance, and Support

in

Chatham County, North Carolina

Agreement For DEVNET Inc. Services

Table of Contents

This "Agreement" dated November 1, 2021 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 2254 Oakland Drive, Sycamore, Illinois 60178, and CHATHAM COUNTY, North Carolina (CHATHAM COUNTY), a North Carolina unit of local government, having its principal offices at Chatham County, North Carolina, 12 East Street, P.O. Box 908, Pittsboro, NC, 27312.

Recitals

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, CHATHAM COUNTY desires to update and modernize its property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and CHATHAM COUNTY ("the Parties") hereby agree as follows:

ARTICLE 1: Definitions

1.1 **Acceptance**
The term "acceptance" means the first date and time that the DEVNET Property Tax Software System is delivered to CHATHAM COUNTY, is installed on CHATHAM COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.

1.2 **Application Error**
The term "application error" means an error in an application program that causes it to fail and terminate abnormally.

1.3 **Application Program**
The term "Application Program" means the software programs developed and exclusively owned by DEVNET that will allow CHATHAM COUNTY to operate its Property Tax database.

1.4 **Customized Changes**
The term "customized changes" means a program or system change specific to the needs of CHATHAM COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.

1.5 **Database Error**
The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Property Tax Software System.

1.6 **Chatham County Databases**
The term "CHATHAM COUNTY Databases" means the Property Tax data prepared and managed by CHATHAM COUNTY that are stored in electronic format and which are accessible by CHATHAM COUNTY's computer system.

1.7 **Chatham County Equipment**

The term "CHATHAM COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the CHATHAM COUNTY. By way of illustration, but not limitation, CHATHAM COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "CHATHAM COUNTY Databases reside, and the communications equipment required to link the CHATHAM COUNTY Databases to any satellite location(s).

1.8 **Chatham County Software**

The term "CHATHAM COUNTY Software" means application software, database management software, and operating system software that runs on CHATHAM COUNTY Equipment and CHATHAM COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by CHATHAM COUNTY (or CHATHAM COUNTY's third party vendors), not DEVNET.

1.9 **Documentation**

The term "Documentation" means User manuals, CHATHAM COUNTY training literature, other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.

1.10 **DEVNET Property Tax Software System**

The term "DEVNET Property Tax Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of processing Property Taxes. Such a system includes, but is not limited to, functions for processing Property Taxes, extensions, billings and collections.

1.11 **Software Maintenance**

The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.

1.12 **Software Support**

The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.

ARTICLE 2: Description of Services

2.1   DEVNET shall provide CHATHAM COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Article 6 below.

2.2   DEVNET shall develop, maintain and support a Property Tax Software System for use by CHATHAM COUNTY in the ordinary course of its business.

2.3   DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows Server 2008 R2-2012 R2 network within its own offices for such purposes.

2.4   DEVNET shall supply the following modules in the DEVNET Property Tax Software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

Edge™ Deliverables

Computer Assisted Mass Appraisal Software
- Compliant with IAAO industry standards
- Industry standard valuation: Cost, Market and Income Approaches to value
- Reengineering of current costing manual at no additional cost. Additionally, DEVNET is integrating Marshall & Swift commercial valuation.
- Sales Analysis: comparable sales, sales ratio studies, reporting and more
- Income Analysis: gross potential income, net operating income, gross rent multiplier, cap rate, reporting and more
- Study builder and equation builder options allow for a customized income approach
- Land valuation by neighborhood or subdivision using base lot, front foot, acreage, or square foot models
- Industry standard Apex Sketch
- Integrated digital imagery and documents
- Analytical toolkit

Billing & Collection
- Tax calculation including special assessments and abatements
- Tax Billing including county, districts, schools and interims
- Tax Collection of Real Estate and for county, municipality
- Refund Management
- Customized bill layout
- Print bills in house or with a third party printer
- Automated exonerations and extra charges
- Tax disbursement
- Customizable by user and job function
- Automated generation and printing of user editable notices
- User friendly Microsoft windows solution
- All legislative changes included and easily integrated
- All state required abstracts and reports
- Extensive query builder

Personal Property
- Maintenance of Personal Property Accounts
- Calculation of Personal Property Tax
- Billing of Personal Property Tax

- Collection of Personal Property Tax
- Distribution of Personal Property Tax
- Reporting of Personal Property Tax
- State Reporting of Personal Property Tax

wEdge™ E-Government
- Highly-customizable user interface
- Search properties by parcel number (PIN), property address, owner name and address, sale date, taxing body, property class, neighborhood, building attributes, and much more
- Printable list of all search results
- Search for a subset of information within a list of search results instantaneously
- Easily navigate list of search results while viewing property detail
- Sort results by property/account number, property address, or name.
- Printable report containing all property detail information
- Keep full history for each property
- Parcel detail view can show any and all information associated with a property
- Unlimited number of images, sketches, and scanned documents
- Search result and parcel information caching for enhanced site performance
- HTML5 and CSS3 compliance
- ArcGIS online web maps integration
- Dynamic data compression between client and server
- Section 508 and WAI-AAA accessibility standards compliant

EdgeMaps™ GIS Solution

DEVNET has recently developed a new product line integrating GIS into our entire Edge™ system allowing users to visualize the property tax data. EdgeMaps™ is a valuable tool that can be integrated within the CAMA solution to visualize the analytics and correlations between subject neighborhoods and properties, as well as to visualize delinquent parcels, further analyzing neighborhood trends and conditions. We have provided more information within this section.

EdgeMaps™ provides real-time GIS integration with authoritative CAMA and Tax Data. Powered by Esri's ArcGIS Platform, easy-to-configure web maps are embedded throughout the Edge™ software suite, offering highly valuable interactive thematic maps.

- Extend search capabilities with interactive parcel selection tools.
- Consume a multitude of web maps, each uniquely designed for visualizing property characteristics, reports and analytics.
- Support ArcGIS Land Records solutions by serving real-time Local Government Information Model data.
- Property Characteristics – CAMA attributes such as land and building characteristics can be symbolized in web map viewed through an embedded map in the Edge™ CAMA toolset.
- Studies and Reports – In addition to data entry, Edge™ is a reporting tool. DEVENT's Edge™ applications provide a comprehensive set of tools for the analysis of sales, property attributes, and valuation data. Most studies and reports return a subset of parcels. Embedded web maps allow a user to view a thematic map of report and study results.

Mobile CAMA

- CAMA structure and attribute data is preloaded on a tablet in an offline geodatabase and linked to parcel polygons and loaded with sketch images and property photos. Optionally, property record card images can be loaded for markup in lieu of digital CAMA data.
- High resolution aerial photography is preloaded as a tile package on the tablet.
- Parcel data is opened from an interactive parcel map or from a grid view.

- CAMA attribute data entry screens are generated dynamically based on the Building Attribute Maintenance heading and grouping setup, just like the Cost tabs in the desktop CAMA application. These interfaces have been optimized for a touch screen interface.
- Data that is assigned to the tablet user is listed in filterable queue.
- Users can view data that is assigned to others, or assign an unassigned parcel to themselves.
- Supervisors can assign or unassign data from the tablet's grid view.

2.5 **SECURITY**

All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.

CHATHAM COUNTY is responsible for insuring that the systems used to access the DEVNET software system on the provided Azure infrastructure are secure.

2.6 DEVNET shall provide maintenance and support that includes:
a. Software maintenance will include all State mandated law changes, all Department of Revenue Administrative changes (such as changes to the Abstracts) or any new reporting requirements. Software maintenance also includes all system upgrades of non-customized portions of the DEVNET Property Tax Software System. Maintenance does not include the cost of any upgrades to third party software. CHATHAM COUNTY is not required to upgrade third party software such as operating systems or database software unless failing to perform such an upgrade results in application errors in the DEVNET Inc. Property Tax System. As part of maintenance DEVNET will also provide documentation in an electronic format for the DEVNET Inc. Property Tax System as such documentation becomes available. Maintenance also includes the correction of any DEVNET Inc. Property Tax System software discrepancies that result in application errors. As part of maintenance DEVNET intends to certify the DEVNET Inc. Property Tax System's compatibility with additional operating systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Property Tax System.

b. Software support includes all training, and retraining of CHATHAM COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by CHATHAM COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of CHATHAM COUNTY's staff may have.

c. Software support shall not include any customized changes to the system, after the system is accepted by CHATHAM COUNTY.

d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.

e. DEVNET shall reasonably respond to CHATHAM COUNTY'S phone calls by return telephone call. However, there are may be times when a programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. CHATHAM COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.

2.7   DEVNET will attempt to convert CHATHAM COUNTY'S existing current year database for use with the DEVNET Property Tax Software System. However, if such conversion is impossible, manual data entry of this information will be required. Only in such instances of impossibility of conversion will CHATHAM County be responsible for said manual data entry and pay the reasonable cost thereof. Any delay by CHATHAM COUNTY in its performance of its obligations under this paragraph shall extend all due dates herein by a like amount of time.

2.8   The design for the DEVNET Property Tax Software System must include all of the basic functionality necessary for following the legal requirements to process Property taxes in the State of North Carolina.

2.9 DEVNET shall supply the following third party computer software. Included with this software are configuration, on-site setup and installation.

Year 1 Third Party Software	
5 Initial Purchase Apex Licenses	$2,975.00
20 Lead Tools Licenses	$2,000.00
Total Year 1 Third Party Software	**$4,975.00**

Year 2 Third Party Software	
5 Apex Maintenance Renewal Licenses	$1,175.00
Total Year 2 Third Party Software	**$1,175.00**

Year 3 Third Party Software	
5 Apex Maintenance Renewal Licenses	$1,175.00
Total Year 3 Third Party Software	**$1,175.00**

Year 4 Third Party Software	
5 Apex Maintenance Renewal Licenses	$1,175.00
Total Year 4 Third Party Software	**$1,175.00**

Year 5 Third Party Software	
5 Apex Maintenance Renewal Licenses	$1,175.00
Total Year 5 Third Party Software	**$1,175.00**

ARTICLE 3: Joint Responsibilities

3.1   The parties shall co-develop a CHATHAM COUNTY Training Program to instruct CHATHAM COUNTY personnel in the use of DEVNET Property Tax Software System.

3.2   Product design, to ensure consistency of interface and operation of CHATHAM COUNTY Databases.

3.3   Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.

3.4   Change control planning, to ensure orderly maintenance and enhancement of CHATHAM COUNTY Databases.

ARTICLE 4: CHATHAM COUNTY Responsibilities

4.1 CHATHAM COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Property Tax Software System in CHATHAM COUNTY's Databases.

4.2 CHATHAM COUNTY shall allow DEVNET scheduled access to CHATHAM COUNTY Equipment and CHATHAM COUNTY Software relevant to the DEVNET Property Tax Software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Property Tax Software System in CHATHAM COUNTY's Databases. Any delay by CHATHAM COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.

4.3 CHATHAM COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the CHATHAM Software and CHATHAM Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by CHATHAM COUNTY. Any delay by CHATHAM COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to CHATHAM COUNTY property tax databases and property tax servers via modem or Internet connection.

4.4 CHATHAM COUNTY shall provide guidelines to DEVNET regarding use of information contained in the CHATHAM Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by CHATHAM COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.

4.5 CHATHAM COUNTY shall allow DEVNET to use CHATHAM COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to CHATHAM COUNTY, the CHATHAM Databases for demonstration of the DEVNET Property Tax Software System to potential users and other customers. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.

4.6 If CHATHAM COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to CHATHAM COUNTY at DEVNET's then-current rates for time and materials. Any delay by CHATHAM COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.

4.7 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, CHATHAM COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

DEVNET Hardware Requirements

The DEVNET solution can be hosted in a cloud environment, provided the virtual server(s) can perform the same as the physical servers outlined in the DEVNET Hardware Requirements section of this document. An Azure implementation would require the following primary components and supporting infrastructure:

- Azure AD
  - One Azure Active Directory User Premium P1 licenses per user
  - Azure AD Domain Services
- Azure AD Sync installed on their on-premise primary domain controller - If the client will be using internal AD credentials
- Azure virtual network and associated access policies
- Azure Windows SQL server VM
  - Minimum instance D8s v5 (8 vCPUs, 32 GB RAM)
    - Heavy use of analytics may require an D16s v5 (16 vCPUs, 64 GB RAM) instance
  - SQL Server Standard Licensing
  - Minimum 2 Managed Premium SSD disks – P15 256GB, 1100 IOPS, 125MB/sec
- Azure Files file share
  - Minimum 1+ TB Azure File Storage – Performance tier
- Windows Virtualization Infrastructure
  - Windows 10 VDI Host Pool
  - Windows 10 VMs
    - Use mode depends on a number of factors
    - One VM per user mode
      - Minimum Instance D2s V3 - 2 vCPUs, 8GB
      - Minimum Premium SSD – P10 128GB 500 IOPS 100MB/s
    - Multisession (pooled) mode
      - Number of users depends on the instance size and performance
      - 2 users per VM
        - Minimum Instance D4s V3 - 4 vCPUs, 16GB
        - Minimum Premium SSD – P10 128GB 500 IOPS 100MB/s
  - VDI workspace and App
- Azure Standard support or better

It is recommended that redundancies are implemented for the various Azure components. Additionally, regular backups of the SQL database will need to be maintained.

The on-premise users would use a published Remote App or Remote Desktop session to run the DEVNET application on one of the Windows 10 VMs in the host pool. The data is stored in the SQL database in Azure. The image, document, and sketch files are stored on Azure Files.

Client On-Premise Minimum Windows Workstation

- 2.2+ GHz single core Processor
- 4 GB RAM
- 20GB+ hard drive
- Video adapter capable of 1280 x 1024 resolution
- 19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution
- Windows 10 Pro/Ent
- 100/1000 Mb Ethernet Adapter
- Mouse

Printers

DEVNET applications are compatible with most laser printers. The printer must be defined on the local workstation with the same flat Windows driver installed on the Azure Windows VDI environment.

Bar Code Reader

Barcode reader must read Code 39, and have the ability to add a prefix and suffix character (depending on your barcode configuration). Additionally the barcode reader must be configured to omit carriage return and line feed.

DEVNET recommends the following bar code reader:

- Honeywell Voyager Series

ARTICLE 5: Term

5.1 The initial term of this agreement shall be five (5) years from the date hereof subject to article 13.

ARTICLE 6: Price and Payment

6.1 The payment schedule set forth herein is priced over the following five years, payable quarterly, effective from the date of execution of this Agreement.

Year 01 (November 1, 2021-October 31, 2022): For services received by CHATHAM COUNTY under this Agreement during Year 01, CHATHAM COUNTY shall pay to DEVNET the sum of $286,613.80, payable as follows:

A. The sum of $105,759.70 on or before November 1, 2021 and;
B. The sum of $60,284.70 on or before February 1, 2022 and;
C. The sum of $60,284.70 on or before May 1, 2022 and;
D. The sum of $60,284.70 on or before August 1, 2022.

The sums payable for Year 01 services shall be apportioned as follows:

- $102,366.00 for CAMA software license, maintenance and support.
- $31,847.20 for Personal Property software license, maintenance and support.
- $79,618.00 for Bill & Collection software license, maintenance and support.
- $24,122.88 for wEdge, Mobile CAMA and EdgeMaps license, maintenance and support.
- $3,184.72 for Workflow Maintenance license, maintenance and support.
- $22,000.00 for data conversion.
- $8,500.00 for cloud hosting.
- $10,000.00 for project management.
- $4,975.00 for third-party software and hardware.

6.2 Year 02 (November 1, 2022-October 31, 2023): For services received by CHATHAM COUNTY under this Agreement during Year 02, CHATHAM COUNTY shall pay to DEVNET the sum of $69,225.16, payable as follows:

A. The sum of $27,937.54 on or before November 1, 2022 and;
B. The sum of $13,762.54 on or before February 1, 2023 and;
C. The sum of $13,762.54 on or before May 1, 2023 and;
D. The sum of $13,762.54 on or before August 1, 2023.

The sums payable for Year 02 services shall be apportioned as follows:

- $22,748.00 for CAMA software license, maintenance and support.
- $6,824.40 for Personal Property software license, maintenance and support.
- $18,198.40 for Bill & Collection software license, maintenance and support.
- $5,914.48 for wEdge, Mobile CAMA and EdgeMaps license, maintenance and support.
- $1,364.88 for Workflow Maintenance license, maintenance and support.
- $8,500.00 for cloud hosting.
- $4,500.00 for project management.
- $1,175.00 for third-party software and hardware.

6.3   Year 03 (November 1, 2023-October 31, 2024): For services received by CHATHAM COUNTY under this Agreement during Year 03, CHATHAM COUNTY shall pay to DEVNET the sum of $69,225.16, payable as follows:

A. The sum of $27,937.54 on or before November 1, 2023 and;
B. The sum of $13,762.54 on or before February 1, 2024 and;
C. The sum of $13,762.54 on or before May 1, 2024 and;
D. The sum of $13,762.54 on or before August 1, 2024.

The sums payable for Year 03 services shall be apportioned as follows:

- $22,748.00 for CAMA software license, maintenance and support.
- $6,824.40 for Personal Property software license, maintenance and support.
- $18,198.40 for Bill & Collection software license, maintenance and support.
- $5,914.48 for wEdge, Mobile CAMA and EdgeMaps license, maintenance and support.
- $1,364.88 for Workflow Maintenance license, maintenance and support.
- $8,500.00 for cloud hosting.
- $4,500.00 for project management.
- $1,175.00 for third-party software and hardware.

6.4   Year 04 (November 1, 2024-October 31, 2025): For services received by CHATHAM COUNTY under this Agreement during Year 04, CHATHAM COUNTY shall pay to DEVNET the sum of $69,225.16, payable as follows:

A. The sum of $27,937.54 on or before November 1, 2024 and;
B. The sum of $13,762.54 on or before February 1, 2025 and;
C. The sum of $13,762.54 on or before May 1, 2025 and;
D. The sum of $13,762.54 on or before August 1, 2025.

The sums payable for Year 04 services shall be apportioned as follows:

- $22,748.00 for CAMA software license, maintenance and support.
- $6,824.40 for Personal Property software license, maintenance and support.
- $18,198.40 for Bill & Collection software license, maintenance and support.
- $5,914.48 for wEdge, Mobile CAMA and EdgeMaps license, maintenance and support.
- $1,364.88 for Workflow Maintenance license, maintenance and support.
- $8,500.00 for cloud hosting.
- $4,500.00 for project management.
- $1,175.00 for third-party software and hardware.

6.5 Year 05 (November 1, 2025-October 31, 2026): For services received by CHATHAM COUNTY under this Agreement during Year 05, CHATHAM COUNTY shall pay to DEVNET the sum of $69,225.16, payable as follows:

A. The sum of $27,937.54 on or before November 1, 2025 and;
B. The sum of $13,762.54 on or before February 1, 2026 and;
C. The sum of $13,762.54 on or before May 1, 2026 and;
D. The sum of $13,762.54 on or before August 1, 2026.

The sums payable for Year 05 services shall be apportioned as follows:

- $22,748.00 for CAMA software license, maintenance and support.
- $6,824.40 for Personal Property software license, maintenance and support.
- $18,198.40 for Bill & Collection software license, maintenance and support.
- $5,914.48 for wEdge, Mobile CAMA and EdgeMaps license, maintenance and support.
- $1,364.88 for Workflow Maintenance license, maintenance and support.
- $8,500.00 for cloud hosting.
- $4,500.00 for project management.
- $1,175.00 for third-party software and hardware.

ARTICLE 7: Ownership; Limited License Granted

7.1   Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to CHATHAM COUNTY, nor shall title to any CHATHAM COUNTY Equipment or CHATHAM COUNTY Software or asset pass from CHATHAM COUNTY to DEVNET. DEVNET shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's CHATHAM COUNTY Training Program, Data Screens, Interfaces and Marketing Literature.

7.2   DEVNET hereby grants CHATHAM COUNTY a revocable, non-transferable, license to install, on the CHATHAM COUNTY Equipment, and use solely for CHATHAM COUNTY's internal business purposes, the compiled application programs of the DEVNET Property Tax Software System. Except as set forth herein, CHATHAM COUNTY may not use, sublicense, distribute or dispose the licensed portion of the DEVNET Property Tax Software System, or any modified forms thereof, in any manner whatsoever. The license granted hereunder is subject further to the following additional conditions:

i.   The licensed software will be installed in the provided Azure infrastructure.
ii.   The DEVNET software system and provided Azure infrastructure shall only be accessed by Authorized users of the licensed software and may only be accessed through County authorized systems and locations.

CHATHAM COUNTY will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event the CHATHAM COUNTY breaches any of these provisions. CHATHAM COUNTY shall be allowed to make one or more copies of this software for the sole purpose of routine system backup and archival.

7.3   DEVNET shall own the copyright and have free and clear title to all Property Tax software developed pursuant to this Agreement, including all extensions thereof.

ARTICLE 8: Confidentiality and Nondisclosure

8.1 DEVNET and CHATHAM COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which:

   i. If in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or
   ii. If oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

   Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For CHATHAM COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.

8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be directly enforced by such affiliates.

8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

   A. Use the Confidential Information only as required for this Agreement
   B. Restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
   C. Advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
   D. Make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

   For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

8.4   The obligations of Article 8.3 above shall not apply to any Confidential Information that the recipient can demonstrate:

A. Is or becomes available to the public through no breach of this Agreement;
B. Was previously known by the recipient without any obligation to hold in confidence;
C. Is received from a third party free to disclose such information without restriction;
D. Is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
E. Is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
F. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
G. Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.

8.5   Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.

8.6   Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

8.7   All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

ARTICLE 9: Warranty

9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. CHATHAM COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within 15 days, CHATHAM COUNTY shall be permitted to secure its own reasonable remedy for that failure; DEVNET shall be under no obligation to pay for any such remedy.

9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:

   A. CHATHAM COUNTY's modification or relocation of the CHATHAM equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
   B. CHATHAM COUNTY's or any third party's abuse, misuse or negligence;
   C. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
   D. CHATHAM COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
   E. Hardware, network or operating system failure.

9.3 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.

9.4 CHATHAM COUNTY expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, CHATHAM COUNTY is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge™" product), CHATHAM COUNTY acknowledges that, as between the parties, CHATHAM COUNTY (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, CHATHAM COUNTY's systems, data, and other resources. Without limiting the provisions of Article 9.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to:
   (I) Inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or
   (II) Security breaches or incidents that result from causes not under the control of DEVNET.

ARTICLE 10: Indemnification

10.1 CHATHAM COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of CHATHAM COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. CHATHAM COUNTY shall promptly notify DEVNET of any claim. CHATHAM COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.

10.2 DEVNET shall defend, indemnify and hold harmless CHATHAM COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify CHATHAM COUNTY of any claim. DEVNET shall cooperate fully with CHATHAM COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.

10.3 To the degree that CHATHAM COUNTY provides software to DEVNET under this Agreement or otherwise, CHATHAM COUNTY warrants that it either owns or has the right to grant DEVNET the usage rights to such software set forth in this Agreement. CHATHAM COUNTY shall indemnify and hold harmless DEVNET against and from all claims, demands, suits, actions, judgments, losses, damages and expenses (including reasonable attorneys fees) made against or incurred by DEVNET for infringement of any United States patent, copyright, or trade secret of any third party arising from or relating to the use of software supplied by CHATHAM COUNTY pursuant to this Agreement. This indemnity and hold harmless obligation shall not apply, however, to the degree that the alleged infringement arises from or relates to modification of the software by DEVNET or by a third party retained by or under the control of DEVNET.

10.4 CHATHAM COUNTY shall be solely responsible for insuring that the software development parameters provided to DEVNET by CHATHAM COUNTY comply with all applicable laws, statutes and ordinances. CHATHAM hereby agrees to indemnify and hold DEVNET, its employees, officers, directors and shareholders, harmless from any and all suits, claims, actions, causes of action, losses, damages or other matters that in any way arise from, in whole or in part, the failure or alleged failure of the DEVNET Property Tax Software System to conform to all applicable laws, statutes and ordinances.

ARTICLE 11: Changes

11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of CHATHAM COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 15.1: Notices.

ARTICLE 12: Force Majeure

12.1   DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

ARTICLE 13: Termination

13.1   If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 herein below.

13.2   In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (30) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 15.1: Notices.

13.3   The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.

ARTICLE 14: Assignment

14.1   This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE 15: Miscellaneous

15.1   **Notices**
Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET: DEVNET, Inc.
                        2254 Oakland Drive
                        Sycamore, Illinois 60178
                        Facsimile: (815) 899-0020

To CHATHAM COUNTY: Chatham County, North Carolina
                        12 East Street
                        P.O. Box 908
                        Pittsboro, NC, 27312

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

15.2   **Independent Contractor**
DEVNET and CHATHAM COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and CHATHAM COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.

15.3   **Hyperinflation**
In the event of unusual and significant changes in the cost of providing software licenses per the DEVNET Agreement during a given year due to hyperinflationary circumstances, the Parties may agree in writing to adjust the pricing schedule per the DEVNET Agreement more frequently than the term listed in the Agreement. Additionally, DEVNET reserves the right to terminate the contract as a result of hyperinflation.

15.4   **Governing Law**
This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina.

15.5   **Publicity**
Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the DEVNET Property Tax Software System except as otherwise set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.

15.6 Order of Precedence

In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in an attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.

15.7 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

15.8 Non-Waiver

Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.

15.9 Exclusive Remedies

The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.

15.10 Compliance with Laws

Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of North Carolina, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.

15.11 Binding Effect

This Agreement shall be binding on each Party's successors and assigns, upon signature.

15.12 Approvals

This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.

15.13 Survival

The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

ARTICLE 16: Entire Agreement

16.1   This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

The County of CHATHAM, North Carolina

By: _____

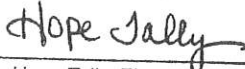Printed Name: ___Dan La Montagne___

Title: ___County Manager___

DEVNET Inc.

By: _____
     Michael J. Gentry, President

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

___Hope Tally___
Hope Tally, Finance Officer