

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JANUARY 23, 2017 AGENDA ITEM NUMBER: 5

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF NECESSARY AGREEMENTS BETWEEN FORSYTH COUNTY AND MARSHALL & SWIFT/BOECKH, LLC, CORELOGIC SOLUTIONS, LLC AND FARRAGUT SYSTEMS, INC. RELATING TO THE USE OF VALUATION TOOLS AND SERVICES

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley White, Jr.* DATE: January 18, 2017
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF NECESSARY AGREEMENTS
BETWEEN FORSYTH COUNTY AND MARSHALL & SWIFT/BOECKH, LLC,
CORELOGIC SOLUTIONS, LLC AND FARRAGUT SYSTEMS, INC.
RELATING TO THE USE OF VALUATION TOOLS AND SERVICES**

BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes execution, on behalf of Forsyth County, of necessary agreements with Marshall & Swift/Boeckh, LLC, CoreLogic Solutions, LLC and Farragut Systems, Inc. relating to the use of valuation tools and services for a three-year period at the rate of \$87,658.72 in Year 1, \$92,918.24 in Year 2, and \$98,493.34 in Year 3.

BE IT FURTHER RESOLVED that the Chairman or County Manager, or his designee, and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached License Agreement, Statement of Work, Master Services Agreement, including Data and Analytics Licensing Addendum, and Release relating to use of valuation tools, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute, on behalf of Forsyth County, subsequent contracts or contract amendments with Marshall & Swift/Boeckh, LLC, CoreLogic Solutions, LLC and Farragut Systems, Inc. for these services within budgeted appropriations in current and future fiscal years if these services are necessary.

Adopted this 23rd day of January 2017.

STATEMENT OF WORK 1

This Statement of Work 1 (“SOW”) is between Marshall & Swift/Boeckh, LLC, a service providing affiliate of CoreLogic Solutions, LLC, (“MSB”) and Forsyth County Tax Assessor (“Customer”) on behalf of itself (collectively MSB and Customer are the “Parties,” or individually, a “Party”). This SOW is subject to the Master Services Agreement and the Data and Analytics Licensing Addendum between CoreLogic Solutions, LLC and Customer of even date herewith (together with all subsequent amendments, exhibits or attachments, collectively, the “Agreement”). This SOW is effective as of December 1, 2016 (the “SOW Effective Date”). The Parties agree as follows:

I. SERVICES, AND FEES: MSB shall provide the following Services to the Customer.

Services	2016	2017	2018
One (1) Right-to-Use (“RTU”) annual license for Marshall & Swift Valuation Platform (“MVP”) – Commercial for up to 20,000 Commercial/Industrial Buildings	Included	Included	Included
One (1) Right-to-Integrate (“RTI”) annual license for Marshall & Swift Valuation Platform (“MVP”) – Commercial	Included	Included	Included
One (1) Derivative Works annual license for limited and restricted use of Marshall & Swift Valuation Service (“MVS”) manual for use with Forsyth County Schedule of Values (“SOV”); restrictions applicable	Included	Included	Included
One (1) Right-to-Use (“RTU”) Marshall & Swift Commercial Cost Explorer (“CCE”) for up to 25 Users with monthly updates	Included	Included	Included
One (1) Right-to-Integrate (“RTI”) annual license for Marshall & Swift Commercial Cost Explorer (“CCE”)	Included	Included	Included
One (1) Marshall & Swift Valuation Services (“MVS”) manual annual subscription with monthly updates for one (1) named authorized user	Included	Included	Included
TOTAL	\$87,658.72	\$92,918.24	\$98,493.34

II. ADDITIONAL FEE INFORMATION:

A. Payment Terms: Fees for the first year of the SOW term shall be paid by Customer within thirty (30) days of the date of MSB’s invoice. Fees for each subsequent year shall be due on or before each annual anniversary of the SOW Effective Date.

III. PERMITTED APPLICATIONS:

A. Customer’s Use: Customer is permitted to use the Services to generate appraisal or assessment valuations for commercial buildings in the United States. The Services shall not be used for analytics, telephone surveying, insurance claims processing, claims settlement, or inspection valuations.

IV. CUSTOMER SUPPORT:

A. Customer Service Support: MSB shall provide Services support via a toll-free customer service telephone line (Toll free: 800-544-2678) Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Time and 8:00 a.m. until 5:00 p.m. Central Time Saturday and Sunday, excluding MSB holidays.

V. **SOW TERM AND RENEWAL:** The term of this SOW is for Three (3) years, commencing on the SOW Effective Date and ending on November 30, 2019. Thereafter, the term will automatically renew for additional successive Twelve (12) month terms with an annual fee increase of five (5) percent. Either Party may forego automatic renewal of this SOW by giving the other Party at least ninety (90) days written notice of termination prior to the expiration of the then-current term.

VI. **NOTICES:** In addition to the notice provision of the Agreement, a copy of all notices under this SOW shall be sent to the attention of Contract Management at the MSB address in the signature block below.

VII. **EXECUTION:** This SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this SOW is executed in counterparts, no signatory is bound until all Parties have duly executed this SOW and all Parties have received a fully executed SOW. The parties acknowledge that any signature transmitted by facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this SOW. The individuals signing below represent that they are authorized to do so by and on behalf of the Party for whom they are signing.

THE PARTIES HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS SOW.

**FORSYTH COUNTY TAX ASSESSOR
("CUSTOMER")**

**MARSHALL & SWIFT/BOECKH, LLC
("MSB")**

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 201 North Chestnut Street
Winston-Salem, North Carolina 27101

Address: 10001 Innovation Drive, Suite 100
Milwaukee, WI 53226

Account Executive: Randy Cook



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into between CoreLogic Solutions, LLC, a California limited liability company, having its principal place of business at 40 Pacifica, Suite 900, Irvine, California 92618, together with its subsidiaries and affiliates (collectively, "CoreLogic") and the customer identified below on this signature page ("Customer") (collectively, the "Parties," or individually, a "Party"). This Agreement is effective as of the date of last signature below (the "Effective Date").

This Agreement consists of: (i) this signature page; (ii) the CoreLogic Standard Terms and Conditions; (iii) any addendum that may be executed by the Parties from time to time setting forth additional terms related to specific CoreLogic services (each, an "Addendum"); and (iv) all written orders for CoreLogic services ("SOWs"), together with any related exhibits or purchase orders thereto, executed by the Parties under this Agreement, all of which are incorporated herein by this reference.

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the relevant SOW(s). There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

FORSYTH COUNTY TAX ASSESSOR ("Customer")

CORELOGIC SOLUTIONS, LLC ("CoreLogic")

By: _____ Authorized Signature

By: _____ Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 201 North Chestnut Street Winston-Salem, North Carolina 27101

Address: 40 Pacifica, Suite 900 Irvine, California 92618

CORELOGIC STANDARD TERMS AND CONDITIONS

1. Agreement Structure. Each SOW executed by the Parties under this Agreement shall be subject to these Standard Terms and Conditions as well as any additional terms and conditions set forth in the Addendum hereunder applicable to such SOW, if any. Each SOW shall specifically reference this Agreement, the Addendum to which such SOW is subject, if any, and set forth the specific Services (as defined in each SOW), delivery methods, fees, Permitted Applications (as defined in each SOW) and any other terms applicable to the Services provided under such SOW. When fully executed by authorized signatories of the Parties, each SOW shall be incorporated into, and shall form a part of, this Agreement. Only the CoreLogic entity executing a specific Addendum or SOW shall incur any obligation or liability to Customer under such Addendum or SOW. The provisions of the various Agreement documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between the Standard Terms and Conditions, the Addendum and the applicable SOW, the terms and conditions of the SOW shall control.

2. Ownership. CoreLogic, its affiliates or third party licensors own and hold all right, title and interest in and to the Services, including without limitation, all underlying data compilations and information, all materials related to the Services and all intellectual property derived from the Services, including without limitation, all patents, trademarks, copyrights and trade secrets derived from the Services, notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources.

3. Fees; Taxes.

3.1. Fees. Customer shall pay CoreLogic the fees for the Services ("Fees") as set forth in each SOW. Unless provided otherwise in the applicable SOW, CoreLogic shall invoice Customer for all Fees incurred by Customer, and Customer shall pay CoreLogic the Fees within 30 days of the date of CoreLogic's invoice. In the event that Customer, in good faith, reasonably disputes any portion of an invoice, Customer shall provide written notice and documentation to CoreLogic within 60 days of the invoice date explaining in sufficient detail Customer's reason for disputing such invoice. CoreLogic, in turn, shall review such notice and documentation. If Customer does not deliver a notice of dispute within such 60 day period, Customer shall be deemed to have agreed to the Fees set forth therein. If CoreLogic finds an error in the disputed invoice, CoreLogic shall revise and reissue the invoice and Customer shall pay such revised invoice within 30 days of the date of such revised invoice. In the event CoreLogic confirms that the original invoice is accurate, CoreLogic shall notify Customer (such notice may be sent via email notwithstanding the contrary language in Section 13.2 (Notices)) and Customer shall pay such invoice within 15 days of the date of such notification. In all cases, Customer shall timely pay the undisputed portion of any disputed invoice. Customer shall be responsible for, and shall pay the Fees for, all Services accessed

using usernames and passwords issued to Customer. If full payment is not made in compliance with this Section 3.1 or the applicable SOW, Customer may be assessed a late charge equal to 1½ percent of the unpaid amount per month, or the maximum limit permitted by law, whichever is less. If Customer becomes 10 or more days past due and fails to pay all past due fees within 10 days of CoreLogic's written notice of such delinquency, CoreLogic, at its sole option, may suspend access or delivery of any Services provided under this Agreement until all past due charges and any related late charges are paid, or terminate the Agreement, including any SOWs. During any period for which access or delivery of the Services is suspended, Customer shall continue to incur and pay any minimum fees due. Customer shall pay CoreLogic the costs of collection of past due amounts owed to CoreLogic hereunder.

3.2. Taxes. Fees are exclusive of taxes. Customer shall be responsible for all taxes, duties, or other assessments imposed upon the Services. When CoreLogic has the legal obligation to collect taxes, the appropriate amount shall be added to CoreLogic's invoice via a separate line item and paid by Customer, unless Customer provides CoreLogic with a valid tax exemption certificate prior to issuance of the invoice. Such certificate must be in a form authorized by the appropriate taxing authority.

4. Trademarks. "CoreLogic," the CoreLogic logo and all CoreLogic product names are trademarks or service marks of CoreLogic or its affiliates (collectively, the "Marks"). No right or license to use the Marks is granted under this Agreement, except that Customer shall have the limited right to use the Marks solely as they appear in the Services. Customer shall not use the Marks in any advertising or promotional material nor shall Customer disclose CoreLogic as a data source to any third party, except for such disclosures required by federal, state or local government law or regulations, or as otherwise may be prior authorized in writing by CoreLogic. Customer shall not remove, alter or obscure any Marks or proprietary notices contained in the Services or other materials provided by CoreLogic. For purposes of clarification, maintaining such Marks or proprietary notices in the Services or other materials provided by CoreLogic shall not be considered by CoreLogic to be a disclosure by Customer of CoreLogic as a data source.

5. Compliance with Law. CoreLogic shall comply with all applicable laws, statutes, ordinances and regulations in its provision of the Services. Customer shall use the Services in compliance with all applicable laws, statutes, ordinances and regulations. Customer may provide or otherwise make the Services available to any consumer to the limited extent necessary for Customer to comply with its disclosure obligations under applicable federal and state consumer protection laws. Customer shall obtain any necessary licenses, certificates, permits, approvals or other authorizations required by all laws, statutes, ordinances and regulations applicable to Customer's use of the Services.

6. Confidentiality.

6.1. **Confidential Information.** In the course of this Agreement, each Party may obtain nonpublic information from the other Party that is confidential and proprietary in nature ("Confidential Information"). Such Confidential Information includes, but is not limited to, the terms of this Agreement, information relating to the Services, information regarding a Party's current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, customer lists, suppliers, investors, employees, business and contractual relationships, sales and marketing plans, nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (15 U.S.C. Section 6809) and any implementing regulations or guidelines, whether disclosed before or after the Effective Date, and any other information the receiving Party knows or reasonably ought to know is confidential, proprietary, or trade secret information of the disclosing Party. Confidential Information may be written or verbal. Confidential Information also includes any and all nonpublic information provided to the disclosing Party by third parties.

6.2. **Obligations.** The Parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold all Confidential Information of the other Party in strict confidence and trust, and shall not use, reproduce or disclose the Confidential Information of the other Party to any person or entity except as specifically permitted in this Agreement. Any reproduction of Confidential Information shall remain the property of the disclosing Party and shall contain all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the disclosing Party. Each Party may disclose Confidential Information of the other Party only to those of its employees, contractors, consultants and advisors (collectively, "Representatives") who have previously agreed to be bound by confidentiality terms and conditions at least as restrictive as those set forth in this Agreement and who have a need to know such information. The receiving Party shall be responsible for any use of the disclosing Party's Confidential Information by the receiving Party's Representatives. The receiving Party shall promptly notify the disclosing Party upon confirming any loss or unauthorized disclosure of the disclosing Party's Confidential Information.

6.3. **Exclusions to Confidentiality.** The restrictions on use and disclosure of Confidential Information set forth in Section 6.2 shall not apply to the extent the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; (iv)

is independently developed by the receiving Party or a third party without reference or access to the disclosing Party's Confidential Information; or (v) is otherwise agreed upon in writing by the Parties not to be subject to the restrictions set forth in Section 6.2. Notwithstanding that portions of the Services may be derived in whole or in part from publicly available sources, the Services and any of CoreLogic's databases used in deriving the Services are proprietary, copyrighted and trade secrets of CoreLogic and, for the avoidance of doubt, are not excluded under this Section 6.3 from the restrictions on use and disclosure set forth in Section 6.2.

6.4. **Disclosures Required by Law.** The receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation, subpoena or court order, provided that: (i) the receiving Party shall use all reasonable efforts to provide the disclosing Party with at least 10 days' prior notice of such disclosure, (ii) the receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished, (iii) the receiving Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information; and (iv) the receiving Party allows the disclosing Party to intervene in the action.

7. **Information Security.** To the extent required by applicable law, each Party represents that it has implemented and maintains an information security program as required by the Gramm-Leach Bliley Act of 1999 (15 U.S.C. Section 6801 et seq.) and the regulations promulgated thereunder and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information. Such program shall include appropriate administrative, technical, and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of consumer information; (ii) protect against any anticipated threats or hazards to the security or integrity of consumer information; (iii) protect against unauthorized access to or use of consumer information that could result in substantial harm or inconvenience to any consumer; (iv) notify Customer of a security breach that materially impacts Customer's Confidential Information and (v) ensures disposal of the consumer information in a secure manner. CoreLogic will furnish copies of applicable SSAE 16 reports it has in its control for processing Services to Customer upon request. Customer is responsible for all activities that occur within Customer's assigned CoreLogic account(s), excluding CoreLogic's actions within such accounts. Customer shall: (i) prevent unauthorized access to, or use of, the CoreLogic provided applications (if any), and notify CoreLogic promptly of any such unauthorized access or use of which Customer becomes aware; (ii) ensure that a user login is used by only one person (a single login shared by multiple persons is not permitted); and (iii) maintain the security of its users' CoreLogic account names and passwords.

8. **Business Continuity.** CoreLogic shall maintain appropriate contingency plans providing for continued operation in the event of a catastrophic event affecting CoreLogic business operations. CoreLogic will furnish a summary of its business continuity policies and practices to Customer upon request.

9. **Indemnification.**

9.1. Indemnification by CoreLogic.

(a) CoreLogic shall indemnify, defend and hold Customer harmless from and against any claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against Customer by a third party to the extent it is based on a claim that the Services infringe a United States patent, copyright or trademark (each, an "Infringement Claim"). CoreLogic's obligations with respect to this Section 9.1 are conditioned upon: (i) Customer providing CoreLogic prompt written notice of the Infringement Claim or threat thereof; (ii) Customer giving CoreLogic full and exclusive authority to conduct the defense and settlement of the Infringement Claim and any subsequent appeal; and (iii) Customer giving CoreLogic all information and assistance reasonably requested by CoreLogic in connection with the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal.

(b) In addition to CoreLogic's indemnification obligations under Section 9.1(a) above, if an Infringement Claim has been made, or in CoreLogic's opinion is likely to be made, CoreLogic may, at its sole option and expense: (i) procure for Customer the right to continue using the Services; (ii) replace the applicable Services with substantially similar services; (iii) modify the Services so that it becomes non-infringing but maintains substantially similar functionality; (iv) not modify the Services; or (v) instruct Customer to terminate its use of the affected Services and, in such instance, refund to Customer a pro-rata amount of any prepaid Fees actually paid by Customer for the unused portion of such Services. If Customer does not accept or comply with CoreLogic's chosen option, CoreLogic shall have no obligation to indemnify Customer for the Infringement Claim. Additionally, in the event CoreLogic instructs Customer to terminate use of the affected Services, and Customer does not terminate such use, Customer shall indemnify CoreLogic for any and all claims to the extent resulting from Customer's continued use of such Services.

(c) Notwithstanding the foregoing, CoreLogic shall have no obligation to indemnify Customer to the extent an Infringement Claim arises from (i) the combination, operation or use of the Services with any other software, data, products or materials not supplied by CoreLogic, (ii) the use of the Services other than as expressly provided in the Permitted Applications or otherwise in violation of the terms and conditions of this Agreement; (iii) the alteration or modification of the Services by any person other than CoreLogic; (iv) CoreLogic's compliance with Customer's designs, specifications or instructions; or (v) Customer's continued use of the Services after CoreLogic has informed Customer of modifications or changes to the Services required to avoid the Infringement Claim.

(d) THIS SECTION 9.1 SETS FORTH CORELOGIC'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDIES WITH RESPECT TO ANY THIRD PARTY CLAIMS.

9.2. **Indemnification by Customer.** Except for CoreLogic's indemnity obligations set forth in Section 9.1,

Customer shall indemnify, defend and hold CoreLogic harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against CoreLogic by a third party arising out of or related to: (i) the use of the Services by the Customer or its Permitted Users (as defined in the applicable Addendum or set forth in the applicable SOW), and/or (ii) Customer's provision of or CoreLogic's use of any data, documentation or other materials provided by Customer under this Agreement. CoreLogic shall control the defense and any settlement of such claim, and Customer shall cooperate with CoreLogic in defending against such claim.

10. Term; Termination.

10.1. **Term.** This Agreement shall commence on the Effective Date. Provided there are no active SOWs in place, either Party may terminate this Agreement without cause upon notice to the other Party. The term of each SOW is as specified in such SOW.

10.2. **Termination for Cause.** A SOW may be terminated by either Party if the other Party breaches any provision of such SOW, including a provision of this Agreement: (i) upon at least 30 days' notice to the breaching Party if such breach is capable of being cured and the breaching Party does not cure such breach within the 30 day period (unless a shorter cure period is otherwise set forth in this Agreement or the applicable SOW); or (ii) immediately upon notice to the breaching Party if such breach is not capable of being cured. Additionally, in the event of a breach by Customer related to the use of the Services, CoreLogic may immediately suspend access to the Services and/or all obligations of CoreLogic under this Agreement related to such Services shall cease until such breach is remedied or the applicable SOW is terminated. Customer shall be responsible for all Fees during such suspension.

10.3. **Termination for Insolvency.** Either Party may immediately terminate this Agreement upon written notice to the other Party in the event the other Party: (i) becomes insolvent; (ii) files, submits, initiates, agrees to or is subject to any bankruptcy petition, conservatorship, request or petition for appointment of a receiver, or demand or application for voluntary or involuntary dissolution; or (iii) makes a general assignment for the benefit of its creditors.

10.4. **Effects of Termination.** Upon expiration or termination of this Agreement or a SOW, all license rights granted by CoreLogic to Customer pursuant to the Agreement or such SOW shall terminate and Customer shall promptly pay CoreLogic in full for all Services accessed, ordered, or delivered. Customer acknowledges that minimum Fees, annual Fees, flat Fees and the like are based on a minimum term. If the Agreement or any SOW is terminated due to Customer's breach, Customer shall, if applicable, promptly pay CoreLogic the full amount of any outstanding minimum Fees, annual Fees, flat Fees or the like for the remainder of the then-current term. Notwithstanding the foregoing, the Parties agree that if Customer orders or continues to use the Services after the expiration or termination of this Agreement or the applicable

SOW, and CoreLogic accepts such orders or delivers such Services, then such orders and use of the Services shall be governed by the terms and conditions of this Agreement; provided, however, that acceptance by CoreLogic of any order or delivery of any Services after the expiration or termination of this Agreement shall not be considered an extension or renewal of this Agreement or the applicable SOW, nor obligate CoreLogic to accept any future orders or continue to deliver the Services.

10.5. Destruction of Materials. Within 30 days of expiration or termination of this Agreement or a SOW, Customer shall destroy all Services delivered under the terminated SOW(s) and CoreLogic Confidential Information (including all copies of the same) related to such terminated SOW(s) (collectively, the "Materials") and, upon request by CoreLogic, certify in writing signed by an officer of Customer that all Materials have been destroyed. If such Materials are not destroyed in accordance with the foregoing, Customer shall pay CoreLogic the Fees ordinarily and reasonably charged by CoreLogic for the Services until such time as such Materials are destroyed by Customer.

11. Disclaimer. UNLESS OTHERWISE SET FORTH IN AN ADDENDUM OR SOW, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, COMPLETENESS, AVAILABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO CORELOGIC), OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

12. Limitation of Liability. UNLESS OTHERWISE SET FORTH IN AN ADDENDUM OR SOW, EXCEPT FOR CORELOGIC'S GROSS NEGLIGENCE, FOR WHICH CORELOGIC'S LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY SOW UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO CORELOGIC UNDER SUCH SOW DURING THE 12 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM, CORELOGIC'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY SOW UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO CORELOGIC UNDER SUCH SOW DURING THE 3 MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THESE LIMITS ARE CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMITS. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMITS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORELOGIC, OR ANY PROVIDER OF INFORMATION USED BY CORELOGIC IN PREPARING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY

INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CORELOGIC IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

13. GENERAL PROVISIONS.

13.1. Relationship of Parties. The Parties acknowledge that this is a business relationship based on the express provisions of this Agreement, they are independent of each other, and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other Party, and neither Party shall act, represent or hold itself out as such. Notwithstanding any use of the term "partner" in this Agreement or any Services, product or programs made available to Customer, the Parties do not intend to create any legal relationship or partnership between each other, and neither Party will assert to any third party or otherwise claim that such a legal relationship exists between each other.

13.2. Notices. All notices required under this Agreement shall be sent to the addresses on the signature page of this Agreement, and, if the notice relates to a specific SOW, to any additional addresses listed in such SOW, to the attention of the signatories, with a copy to the Legal Department of the Party. All notices under this Agreement shall be deemed given: (i) when delivered by hand; (ii) one day after being sent by commercial overnight courier with written verification of receipt; or (iii) five days after being sent by registered or certified mail, return receipt requested, postage prepaid. Either Party may from time to time change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it will become effective. Notwithstanding the foregoing, notices regarding changes in pricing, policies, or programs may be communicated by CoreLogic via e-mail.

13.3. Assignment. Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement without CoreLogic's prior written consent, which shall not be unreasonably withheld. A change in control of Customer constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of this Agreement by CoreLogic. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

13.4. Severability. If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the

remaining provisions of this Agreement shall not in any way be affected or impaired.

13.5. No Waiver. Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

13.6. Injunction. Customer acknowledges that the Services are a valuable commercial product, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or misappropriation of CoreLogic's intellectual property rights shall be deemed a material breach of the Agreement, for which CoreLogic may not have adequate remedy in money or damages, and CoreLogic may seek injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

13.7. Force Majeure. Neither Party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), sabotage, insurrection, riot, act of civil disobedience, act of any government, accident, fire, explosion, flood, storm, earthquake, volcanic eruption, nuclear event, any act of God, labor disputes, failure or delay of shippers, or unavailability of components or equipment); provided that it notifies the other Party as soon as practicable and uses commercially reasonable efforts to resume performance.

13.8. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of California, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either Party in a court of competent jurisdiction located in Orange County, California, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

13.9. Insurance. CoreLogic shall carry and maintain at all times during the term of this Agreement, the lines of insurance coverage with minimum policy limits as follows: (i) Workers' Compensation with limits as required by applicable statute; (ii) Employers' Liability with limits of \$1,000,000.00, per accident and in the aggregate; (iii) Commercial General Liability with limits of \$2,000,000.00, combined single limit bodily injury and property damage, per occurrence and in the aggregate; (iv) Business Automobile Liability with limits of \$1,000,000.00, combined single limit, each accident; (v) Umbrella/Excess Liability with respect to (ii), (iii) and (iv) above, with limits of \$2,000,000.00 per occurrence and in the aggregate; (vi) Professional (Errors and Omissions) Liability coverage with a minimum combined single limit of \$2,000,000;

and (vii) Fidelity (Bond)/Crime insurance in the amount of \$1,000,000 for the joint protection of CoreLogic and Customer from any loss, theft or embezzlement of Customer's property or funds caused by any officers, employees or agents of CoreLogic. CoreLogic shall use an insurance provider having an A.M. Best Company rating of A- or better with financial size category of X or higher. CoreLogic shall provide Customer certificates of insurance evidencing coverage upon Customer's request. CoreLogic shall endeavor to provide Customer with 30 days prior notice of cancellation of any of the insurance required under this Section 13.9.

13.10. No Third Party Beneficiaries. CoreLogic and Customer agree that this Agreement, including each Addendum and each SOW, are for the benefit of the entities executing such document(s) and are not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document(s), and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

13.11. Survival. The following sections shall survive the expiration or termination of this Agreement: 2 (Ownership); 3 (Fees; Taxes); 6 (Confidentiality); 9 (Indemnification); 10.4 (Effects of Termination); 10.5 (Destruction of Materials); 11 (Disclaimer); 12 (Limitation of Liability); and 13 (General Provisions).

13.12. Construction. Section headings of this Agreement have been added solely for convenience of reference and shall have no effect upon construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" and "including" shall mean "include without limitation," "includes without limitation" and "including without limitation," it being the intention of the Parties that any listing following thereafter is illustrative and not exclusive or exhaustive. All references to "days" shall mean calendar days, unless otherwise specified. The Parties acknowledge that this Agreement was prepared by both Parties jointly, and any uncertainty or ambiguity shall not be interpreted against any one Party.

13.13. Counterparts. This Agreement and each Addendum and SOW may be executed in any number of counterparts, each of which is deemed an original, and all taken together constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all Parties have duly executed this Agreement. Any signature executed and/or transmitted by electronic means, facsimile or e-mail (in .pdf, .tif, .jpeg, or a similar format), or a photocopy of such transmission, is deemed to constitute the original signature of such Party to this Agreement.

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**DATA AND ANALYTICS LICENSING ADDENDUM
TO
MASTER SERVICES AGREEMENT**

This Data and Analytics Licensing Addendum (“**D&A Addendum**”) is entered into between CoreLogic Solutions, LLC, together with its subsidiaries and affiliates (collectively, “**CoreLogic**”) and the customer identified below in the signature block to this D&A Addendum (“**Customer**”) (collectively, the “**Parties**,” or individually, a “**Party**”). This D&A Addendum is subject to the Master Services Agreement and all subsequent amendments, exhibits, or attachments thereto (“**Agreement**”) between CoreLogic and Customer. This D&A Addendum is effective as of the date of last signature below.

1. DEFINITIONS.

As used in this D&A Addendum, and in addition to terms defined elsewhere in the Agreement, the following terms shall have the meanings set forth below:

- 1.1 “**End User**” means a third party individual or entity who is authorized in the Permitted Applications of a particular SOW to use the Services or Customer’s products that incorporate or rely on the Services set forth in such SOW for its own internal purposes, and not for resale or redistribution. End Users shall only access such Services or Customer’s products on a restricted basis, as authorized in the SOW, using an assigned password or other security mechanism to prevent unauthorized access.
- 1.2 “**Permitted Affiliate**” means an entity authorized in the Permitted Applications of a particular SOW to use the Services set forth in such SOW, so long as that entity is, and continues to be, controlled by, controls, or is under common control with Customer.
- 1.3 “**Permitted Applications**” means the authorized use of the Services set forth in the applicable SOW.
- 1.4 “**Permitted Processor**” means an entity independent of Customer that processes data on behalf of Customer and that has been authorized in the Permitted Applications of a particular SOW to provide processing services to Customer using the Services set forth in such SOW.
- 1.5 “**Permitted Users**” means, collectively and as applicable, End Users, Permitted Affiliates, and Permitted Processors.
- 1.6 “**Services**” means the software applications, models, analytics, data, reports, scores and images, together with any applicable documentation, and any other information or services provided by CoreLogic to Customer as specified in each SOW. The Services include any corrections, bug fixes, updates or other modifications to the Services.
- 1.7 “**SOW**” means a Statement of Work executed by the Parties that specifically references, and is subject to the terms and conditions of, this D&A Addendum.
- 1.8 “**Update**” means a commercially available release for or of the Services containing updated data (each a “**Data Update**”), error corrections or bug fixes, including corrections and updates to the associated documentation, which is provided to Customer at CoreLogic’s sole discretion. Updates are provided at no additional cost.
- 1.9 “**Upgrade**” means a commercially available updated version of the Services issued subsequent to the version initially delivered. Upgrades are provided at no additional cost but will not include options, new delivery formats or products which are typically licensed separately or at additional fees.

2. LICENSE.

- 2.1 **License Grant.** Subject to the terms and conditions of this D&A Addendum and the Agreement, CoreLogic

grants to Customer a non-exclusive, non-transferable, revocable (except as provided herein), limited license to use the Services set forth in each SOW solely for the Permitted Applications for each of the Services. There are no implied licenses under this D&A Addendum or the Agreement. All rights not expressly granted herein are reserved.

2.2 License Restrictions.

- 2.2.1 Customer shall not use the Services for any purposes other than the Permitted Applications in the applicable SOW. Without limiting the foregoing, and except to the extent expressly authorized in the Permitted Applications in the applicable SOW, Customer shall not: (i) disclose, disseminate, reproduce or publish any portion of the Services in any manner; (ii) sublicense, resell, relicense or redistribute the Services in whole or in part; (iii) commingle, process, modify or combine any portion of the Services with other data or software from any other source; (iv) use the Services to create, develop, enhance or structure any database, or create models, analytics, derivative products or other derivative works; (v) disassemble, decompile, manipulate or reverse engineer CoreLogic's Confidential Information or any portion of the Services; (vi) allow access to the Services through any servers located outside of Customer's or any Permitted Users' operations or facilities, except that employees of Customer and any Permitted User may use the Services remotely via VPN connections in connection with the performance of their employment duties; (vii) use or store the Services outside the United States; or (viii) use the Services in any way that is defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
- 2.2.2 With the exception of Permitted Affiliates, Customer shall not share the Services with any parent, subsidiary, affiliate or other related entities, including any third parties involved in any joint venture or joint marketing arrangements with Customer.
- 2.2.3 Customer shall maintain the confidentiality of any usernames and passwords issued by CoreLogic and not permit usernames or passwords to be shared among its employees.
- 2.2.4 Customer shall not use the Services in any way that would cause the Services to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. or similar statute, or by any other authority having jurisdiction over the Parties.
- 2.2.5 The restrictions on Customer's use of the Services set forth in this Section 2.2 shall apply to any use of the Services by Permitted Users.

3. CUSTOMER ACKNOWLEDGMENTS.

Customer acknowledges and agrees to the following:

- 3.1 **Availability of Data.** The availability of data elements in the Services varies substantially from area-to-area, and circumstances may exist or arise that prevent CoreLogic from providing such data or achieving complete representation of all data elements in the Services. Notwithstanding anything to the contrary, CoreLogic may limit or discontinue the provision of the Services for geographic locations where: (i) CoreLogic is restricted by rules, regulations, laws or governmental entities; (ii) CoreLogic has discontinued the collection of data; or (iii) CoreLogic is prohibited by third party providers. In addition, CoreLogic may discontinue, upgrade or change the production, support, delivery and maintenance of any Services if CoreLogic develops an upgraded version or otherwise no longer generally provides such Services to its customers. In the event that CoreLogic materially modifies the content or geographic coverage of the Services provided to Customer, the Parties shall renegotiate the Fees in good faith according to the prevailing pricing models.
- 3.2 **Limitations of Services.**

- 3.2.1 The Services do not constitute an appraisal of any subject property, and do not include a physical or visual inspection of any subject property or an analysis of current market conditions by a licensed or certified appraiser. The condition of any subject property and current market conditions may greatly affect the validity of the Services. Customer shall not use the Services in lieu of a walk-through appraisal or other form of appraisal by a certified appraiser.
- 3.2.2 Customer shall not construe the Services as a representation by CoreLogic as to the condition of title to real property. The Services may not include all recorded conveyances, instruments or documents that impart constructive notice with respect to any chain of title described in the Services.
- 3.2.3 Certain Services are based upon data collected from public record sources. The accuracy of the methodology used to develop the Services, the existence of any subject property and the accuracy of any predicted value provided are estimates based on available data and are not warranted.

4. PERMITTED USERS.

Customer shall have a written agreement in place with each Permitted User which includes provisions that obligate each Permitted User to access and use the Services only in compliance with the terms set forth in this Agreement (inclusive of any applicable Addendum and/or SOW). Notwithstanding the foregoing, Customer shall remain fully responsible for any use of the Services by its Permitted Users.

1. ADDITIONAL FEE TERMS.

Customer understands that the Fees may be based on the number of users, book of business volume, and/or the anticipated number of transactions as of the effective date of the SOW. CoreLogic reserves the right to increase the Fees if Customer increases the number of users, book of business volume, and/or the anticipated or actual number of transactions processed under the SOW, including without limitation an increase resulting from a merger or other acquisition, including without limitation acquisition of another entity, division, book of business or policies.

5. AUDITS.

Upon 5 days' prior written notice, CoreLogic may audit Customer for purposes of ensuring Customer's compliance with the terms and conditions of this Agreement. CoreLogic may choose the auditor in its sole discretion. CoreLogic or its designee may, during the course of such examination, make copies or extracts of Customer's books and records relating to Customer's compliance with the terms of this Agreement. CoreLogic shall treat all information reviewed during an audit as confidential. Any such audit shall take place during regular business hours, shall not unreasonably disrupt Customer's operations, and shall be conducted under Customer's supervision. If the audit indicates there is a breach in Customer's compliance with this Agreement: (i) CoreLogic may immediately terminate this Agreement or any applicable SOW and pursue its legal remedies; and (ii) Customer shall pay for the cost of such audit. Additionally, in the event CoreLogic finds that Customer has underpaid the Fees due to CoreLogic, Customer shall, within 30 days of discovery of such underpayment, remit to CoreLogic the full amount of such underpayment. If Customer does not cooperate with CoreLogic's request to audit for compliance, Customer shall be deemed to be in breach of this Agreement, for which CoreLogic may immediately terminate this Agreement.

6. SURVIVAL.

The following sections shall survive the expiration or termination of this D&A Addendum: 2.2 (License Restrictions), Section 6 (Audits) and Section 7 (Survival).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this D&A Addendum to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

FORSYTH COUNTY TAX ASSESSOR
("Customer")

CORELOGIC SOLUTIONS, LLC
("CoreLogic")

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 201 North Chestnut Street
Winston-Salem, North Carolina 27101

Address: 40 Pacifica, Suite 900
Irvine, California 92618
Facsimile: (949) 214-1030

North Carolina)

RELEASE

Forsyth County)

This agreement, made and entered into this _____ day of _____, 2017, by and between Marshall & Swift/Boeckh, LLC, CoreLogic Solutions, LLC, Farragut Systems, Inc., and Forsyth County, a political subdivision of the State of North Carolina:

WITNESSETH:

WHEREAS, the purpose of this agreement is to memorialize the mutual intention between the parties to release Forsyth County by Marshall & Swift/Boeckh, LLC, CoreLogic Solutions, LLC, and Farragut Systems, Inc. which claim an interest through them in the use of any and all prior versions and updates of Marshall & Swift/Boeckh, LLC, CoreLogic Solutions, LLC, and Farragut Systems, Inc. commercial and residential software, data, publications, or proprietary documents and information relating to the use of valuation tools and services;

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Marshall & Swift/Boeckh, LLC, CoreLogic Solutions, LLC, and Farragut Systems, Inc. agree that Forsyth County is hereby unconditionally released and forever discharged from any and all obligations, liabilities, claims, losses, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, penalties, and expenses) whether known or unknown, with knowledge that such may exist, whether at law or in equity, whether in contract, tort, or under statute or otherwise, on account of, connected with, or growing out of the use of any and all prior versions and updates of Marshall & Swift/Boeckh, LLC, CoreLogic Solutions, LLC, and Farragut Systems, Inc. commercial and residential software, data, publications, or proprietary information relating to the use of valuation tools and services.

The parties hereby understand and agree that this Release of Forsyth County shall be binding upon Marshall & Swift/Boeckh, LLC's, CoreLogic Solutions, LLC's, and Farragut Systems, Inc.'s respective executors, administrators, personal representatives, associates, collectors, heirs, successors, investors, officers, officials, employees, and assigns.

Marshall & Swift/Boeckh, LLC, CoreLogic Solutions, LLC, and Farragut Systems, Inc. agree to hold Forsyth County and its officers and employees harmless from liability for any expenses which may be claimed against Forsyth County by any third party due to the use of any and all prior versions and updates of Marshall & Swift/Boeckh, LLC, CoreLogic Solutions, LLC, and Farragut Systems, Inc. for commercial and residential software, data, publications, or proprietary information whether authorized or not or this release thereof.

In Testimony Whereof, the parties hereto have set their hands and seals to this Release in duplicate originals, one of which is retained by each of the parties.

This the _____ day of _____, 2017.

[SIGNATURES ON NEXT PAGES]

Marshall & Swift/Boeckh, LLC

By: _____ (Seal)

CoreLogic Solutions, LLC

By: _____ (Seal)

Farragut Systems, Inc.

By: _____ (Seal)

Forsyth County

By: _____ (Seal)