



## AGREEMENT

This AGREEMENT is made and entered into as of June 2, 2021, by and between Autoagent Data Solutions, LLC (hereinafter, "Autoagent"), a Delaware corporation, maintaining its principal place of business at 3497 Pine Haven Circle, Boca Raton, FL 33431, and **TOOELE COUNTY TREASURER'S OFFICE, UT.** (hereinafter, "Agency"), a Government Agency maintaining its principal place of business at 47 N. MAIN ST., TOOELE, UT 84074.

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

This Agreement shall be governed by the laws of the State of **UTAH**.

**ACCEPTANCE**

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

**FOR THE CUSTOMER:**Company: DOOLEE COUNTYName: JAMES A. WELCHSignature: Title: COUNTY MANAGERAddress: 47 S. MAIN STREET  
DOOLEE, UT 84074**FOR AUTOAGENT:**Company: Autoagent Data Solutions, LLCName: Niko SpyridonosSignature: Title: President & CEOAddress: 3497 Pine Haven CircleBoca Raton, FL 33431

APPROVED AS TO FORM:

Glen Winchester 06/02/2021  
DEPUTY DOOLEE COUNTY ATTORNEY