

ORDER FORM TaxMaster®

Revenue Solutions, Inc. 42 Winter Street, Suite 36, Pembroke, MA 02359

Licensee Information

Entity Name	City of Foley, Alabama
Address	407 East Laurel Ave
	Foley, AL 36535
Contact Name	Jamie Smith
Contact Email	jlsmith@cityoffoley.org
Contact Number	(251) 943-1545
Billing Contact Name	Jamie Smith
Billing Contact Email	jlsmith@cityoffoley.org
Billing Contact Number	(251) 943-1545

Order Information

Product Name	RSI TaxMaster® software
License Start Date	06-01-2022
License End Date	05-31-2025
Initial Term	36 months

Year 1 Pricing

Number of Users	2
TaxMaster License Fee	\$ 437.17 per User, per year
Statistical Sampling Wizard Fee	\$ 0
Total Year 1 Subscription License Cost	\$ 874.34

Year 2 Pricing

Number of Users	2
TaxMaster License Fee	\$ 467.77 per User, per year
Statistical Sampling Wizard Fee	\$ 0
Total Year 2 Subscription License Cost	\$ 935.54

Year 3 Pricing

Number of Users	2
TaxMaster License Fee	\$ 500.51 per User, per year
Statistical Sampling Wizard Fee	\$ 0
Total Year 3 Subscription License Cost	\$ 1001.02

Agreement

This Order Form, by and between Licensee and Revenue Solutions, Inc. (**RSI**), is effective as of the License Start Date and incorporates by reference and is governed by the attached Terms of Sale (the **Agreement**).

Signatures

Licensee and RSI have caused this Agreement to be executed by their duly authorized representatives.

Licensee

By: _____

Name: _____

Title: _____

Revenue Solutions, Inc.

By: _____

Name: _____

Title: _____

TERMS OF SALE

1. Term. The term of this Agreement commences on the License Start Date and continues during the Initial Term as specified in the Order Form, and, upon mutual agreement of the parties, shall be extended for one or more Renewal Terms as specified in the Order Form (each, a **Renewal Term**), unless earlier terminated in accordance with the terms herein (collectively, **Term**).

2. License. Subject to the terms of this Agreement and the timely payment to RSI of the Subscription License Fee, RSI grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited subscription license to install and use RSI's proprietary TaxMaster® audit workpapers toolkit software (together with any Optional Modules specified on the Order Form, **TaxMaster**) for its own internal business purposes during the Term; provided, however, that each of: (a) the total number of such installations and the (b) the total number of concurrent users, may not exceed the Number of Users as specified in the Order Form (collectively, **License**). Licensee agrees to and shall comply with, and shall ensure that Users (as defined below) agree to and comply with, the terms of this Agreement and any other applicable terms and conditions governing installation and use as provided by RSI from time to time. Licensee's use of TaxMaster constitutes acceptance of all terms and conditions contained herein. In accordance with Section 14 below, the License granted herein shall terminate at the conclusion of the Term.

3. Authorized Users. Authorized users of TaxMaster (each, a **User**) must be (a) Licensee's employees, or (b) temporary staff or contractors (**Contractors**). Access to and use of TaxMaster by Contractors shall be (i) limited to the period of Licensee's engagement of the Contractors and (ii) for the sole purpose of the Contractor providing services to Licensee. Access and use by any other third party is not permitted. Users shall not share User names and passwords. Licensee shall notify RSI promptly in writing of any known or suspected unauthorized use of TaxMaster or any known or suspected breach of security, including but not limited to, loss, theft, or unauthorized disclosure of User names and passwords. Licensee will provide to RSI, upon request, the names and email addresses of each User.

4. Installation and Copies.

4.1. RSI will provide Licensee access to RSI's FTP site to download and install TaxMaster solely for Licensee to exercise the License. Licensee may provide a copy of TaxMaster to Users, not to exceed the Number of Users. In no event may Licensee or a User copy or distribute TaxMaster in its entirety, or systematically, routinely or regularly, in a number in excess of the Number of Users. If a copy of TaxMaster is transferred to a different User, Licensee must terminate the access of the first User, transfer all computer programs and documentation, and erase any copies residing on the laptop or work station of the first User. Upon termination of a User for any reason, Licensee shall ensure that such User immediately returns all TaxMaster materials to Licensee and ceases all further access to TaxMaster.

4.2. During the Term, and for a period of seven (7) years thereafter, RSI may audit Licensee's compliance with the terms and conditions of this Agreement. Upon reasonable advance notice, RSI may conduct such audit during normal business hours, at RSI's expense. If an audit reveals underpayments, Licensee will pay to RSI the amount of such underpayments. If such underpayments exceed five percent (5%) of the annual License Fee, then Licensee shall also reimburse RSI for its reasonable internal and external costs of conducting the audit.

5. Support, Maintenance Updates, and Upgrades.

5.1. During the Term and for no additional charge, RSI will provide Licensee with (a) toll free telephone support (available at 888-826-1324) between the hours of 7:00 a.m. and 5:00 p.m., PST, Monday through Friday, excluding U.S. federal holidays, and e-mail support (available at TMsupport@RSImail.com) to assist Licensee in using TaxMaster and (b) access to any TaxMaster forums that may be hosted by RSI at RSI's discretion for Users. Upon detection of any error in TaxMaster, Licensee, as requested by RSI, shall provide RSI a listing of output and any other data, including databases and backup systems, that RSI reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

5.2. During the Term and for no additional charge, RSI will provide Licensee with new releases of TaxMaster from time to time that address bug fixes and security patches and improve performance and current features (collectively, **Maintenance Updates**). Licensee shall install (and cause each User to install) all Maintenance Updates in accordance with the instructions and in order of receipt from RSI. Licensee

understands and acknowledges that RSI is not obligated to provide maintenance or support for TaxMaster if Licensee (or a User) is operating a version of TaxMaster that is not updated to within two releases of the most currently available release of TaxMaster.

- 5.3.** Any upgrades, updates, or customizations to TaxMaster that are not Maintenance Updates (collectively, **Upgrades and Customizations**) are not covered by this Agreement, and will be subject to the terms and conditions of a separately executed agreement between RSI and Licensee at an additional cost. Upgrades and Customization include, but are not limited to, components that are not covered by the License or that are offered, at RSI's sole discretion, to Licensees upon payment of an additional license fee; custom programming services; on-site support; training; hardware and related supplies; support for licensee-specific modifications, compliance programs, or extensions; major new version releases of TaxMaster and release upgrade implementation services; and support during RSI's non-business hours.

6. User Manuals and Documentation. RSI acknowledges that the user manual or other documentation is an integral part of the software that makes up TaxMaster and is necessary for the proper use and application of TaxMaster. RSI will provide current user manuals and documentation to Licensee for use by Users. User manuals and documentation will be provided via electronic transmission.

7. Fees and Payment. Licensee shall pay the Subscription License Fee on an annual basis, beginning on the License Start Date and thereafter, every anniversary of the License Start Date during the Term. RSI will send all Licensee invoices to the Billing Contact Email in the Order Form. The Subscription License Fee does not include applicable taxes, if any, which will be included on the invoice. Payment is due upon receipt of invoice. After thirty (30) days, RSI may assess interest on all outstanding balances at a rate of 1% per month or the highest lawful interest rate, whichever is less. RSI reserves the right to immediately terminate Licensee's access to TaxMaster, without further notice, if RSI does not receive payment within sixty (60) days after the invoice date. The Subscription License Fee is an annual subscription license and is non-refundable except as explicitly provided herein. Licensee is responsible for purchasing any equipment, software, communications and access through third party online vendors that may be necessary to access and use TaxMaster.

8. Copyright. TaxMaster contains proprietary content and/or software protected by copyright and other similar laws. RSI and its licensors retain all rights in and to TaxMaster (including all updates, upgrades, and enhancements thereto), including, without limitation, all copyright and other intellectual property and proprietary rights worldwide in all media. Licensee shall have no right, title, or interest in such proprietary rights. Licensee acquires no implied license to copy or reconstruct any portion of TaxMaster. If Licensee provides any feedback or suggests any changes or modifications to TaxMaster (**Feedback**), RSI will own all rights, title, and interest in, and shall have all rights to use, such Feedback. Licensee hereby irrevocably assigns to RSI all right, title, and interest in and to the Feedback and agrees to provide RSI any assistance RSI may require, at RSI's expense, to document, perfect, and maintain RSI's rights in the Feedback. Licensee may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any software or materials RSI provides as part of TaxMaster.

9. Restrictions. Licensee acknowledges that the license grants set forth in this Agreement do not include any right or license with respect to the source code form of the Software. Licensee and Users may not reproduce, create derivative works from, perform, publish, transmit, distribute, sell (or participate in any sale), or otherwise access, use, or exploit any material retrieved from or contained in TaxMaster in any manner whatsoever that may infringe any copyright or proprietary interest of RSI or any third party; store any content from TaxMaster in any information storage and retrieval system; distribute the information contained in TaxMaster to any person who is not duly authorized to use or receive TaxMaster; distribute, rent, sublicense, lease, transfer or assign TaxMaster or this Agreement; decompile, disassemble, or otherwise reverse-engineer TaxMaster, or alter, translate, modify, or adapt TaxMaster to create derivative works; make use of "framing" or other means of redirecting content; and except as provided in Section 4 (Installation and Copies), place or install any portion of TaxMaster on any electronic media, including, but not limited to, local or wide area networks or intranets, timesharing services, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, Web sites, or any other server that is Internet-enabled. Notwithstanding anything to the contrary in this Agreement, if RSI believes, in its sole good faith judgment, that any provision of this Agreement has been breached by Licensee or a User, RSI reserves the right to suspend or terminate Licensee's use of TaxMaster, or any portion thereof, at any time without notice effective immediately.

10. Disclaimer of Professional Advice. The information provided through TaxMaster is not and shall not be construed as tax, accounting, legal, regulatory or other professional advice or sufficient to satisfy any tax, accounting, legal, regulatory or other professional requirements. Licensee and/or each User should consult tax, accounting, legal, regulatory or other professional advisor(s) for advice.

11. Confidentiality. Each party agrees that the terms and conditions of this Agreement and any other information, documents, data, software and other Licensee information or RSI information, as the case may be, disclosed by either Party (**Disclosing Party**) that is not generally known to the public or that the other party (**Receiving Party**) should reasonably know to be confidential or proprietary to the Disclosing Party (**Confidential Information**) shall be kept confidential by the Receiving Party. The Receiving Party shall not use, disseminate or in any way disclose, directly or indirectly, any Confidential Information received from or through the Disclosing Party pursuant to this Agreement to any third party, unless the Disclosing Party consents in writing to such disclosure or to the extent disclosure is required by court order, applicable law, or in connection with legal or administrative proceedings; provided that the Receiving Party shall be permitted to disclose the Confidential Information on a need-to-know basis to its officers, employees, agents, advisors, affiliates and representatives (collectively, **Representatives**) in connection with exercising its rights or performing its obligations under this Agreement so long as the Receiving Party informs its Representatives of the confidential nature of the Confidential Information and directs its Representatives to treat the Confidential Information in accordance with the terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement; (b) was in the possession of the Receiving Party prior to it being furnished by the Disclosing Party, provided that the source of such information was not known by the Receiving Party to be bound by any obligation of confidentiality with respect to such information; (c) is or becomes available to the Receiving Party from a source other than the Disclosing Party, provided that such source is not known by the Receiving Party to be bound by any obligation of confidentiality with respect to such information; or (d) is independently developed by the Receiving Party without the use of Confidential Information. This provision will survive the termination or expiration of this Agreement. The Receiving Party shall be responsible for any breach of this Section by the Receiving Party or its Representatives and shall immediately notify the Disclosing Party upon discovery of any potential unauthorized disclosure of the Confidential Information

12. Representations; Limited Warranty.

12.1. RSI represents and warrants that it has the right to make TaxMaster available to Licensee under this Agreement. Licensee represents and warrants that its use of TaxMaster shall comply with all applicable laws, rules and regulations.

12.2. Notwithstanding any limitations contained in Section 9, RSI shall indemnify and hold Licensee harmless and shall defend or settle any claim, suit or proceeding brought against Licensee that is based upon a third-party claim that the content contained in TaxMaster infringes a United States copyright or violates an intellectual or proprietary right protected by United States law (**Claim**), provided that (a) Licensee shall notify RSI in writing of any Claim within ten (10) calendar days after Licensee first receives notice of the Claim, (b) RSI shall have sole control over any Claim (including without limitation the selection of counsel and the right to settle on behalf of Licensee on any terms RSI deems desirable in the sole exercise of its discretion), and (c) Licensee shall provide to RSI such assistance and cooperation as RSI may reasonably request from time to time in connection with the defense of the Claim. Licensee may, at its sole cost, retain separate counsel and participate in the defense or settlement negotiations. RSI shall pay actual damages and costs awarded against Licensee (or payable by Licensee pursuant to a settlement agreement) in connection with a Claim. If TaxMaster or its use becomes the subject of a Claim or its use is enjoined, or if RSI determines that TaxMaster is likely to become the subject of a Claim, RSI may attempt to resolve the Claim by using commercially reasonable efforts to modify TaxMaster or obtain a license to continue using TaxMaster. If RSI determines that the Claim, injunction, or potential Claim cannot be resolved through reasonable modification or licensing, RSI, at its own election, may terminate this Agreement, without penalty, and will refund to Licensee the pro-rata portion of any fees paid in advance by Licensee to RSI and attributable to any post-termination period. RSI shall have no obligations under this Section if the Claim is based on (i) additions, changes or modifications to TaxMaster, (ii) a combination of material, content, products or software not provided by RSI, or (iii) use of TaxMaster

other than as expressly permitted by this Agreement. THE FOREGOING CONSTITUTES RSI'S SOLE AND EXCLUSIVE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

- 12.3.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TAXMASTER IS PROVIDED TO LICENSEE "AS IS." RSI AND ITS AFFILIATES AND THEIR SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIM ALL RESPONSIBILITY FOR ANY LOSS OR CLAIM OF ANY KIND RELATING IN ANY WAY TO THE USE OF TAXMASTER AND ANY CONTENT CONTAINED THEREIN, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE SHALL INDEMNIFY, HOLD HARMLESS AND AT LICENSEE'S EXPENSE DEFEND RSI AND ITS AFFILIATES AND THEIR SUPPLIERS AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF TAXMASTER OR ANY OF LICENSEE'S CONTENT CONTAINED OR PROCESSED THEREIN.
- 12.4.** Licensee acknowledges that TaxMaster (and the content contained therein) is highly proprietary in nature and agrees that unauthorized copying, transfer, or use may cause RSI, its affiliates and their suppliers irreparable injury that cannot be adequately compensated for by means of monetary damages. Licensee agrees that RSI and its affiliates may enforce any breach of this Agreement by Licensee or any User by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies. Unauthorized reproduction, transfer, and/or use may be a violation of criminal as well as civil law.
- 13. Limitation of Liability.** IN NO EVENT SHALL RSI, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES (**RSI REPRESENTATIVES**) HAVE ANY RESPONSIBILITY OR LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INJURY OR DAMAGES AND/OR BE LIABLE TO LICENSEE, ANY USER, OR ANY OTHER PERSON FOR ANY LOST REVENUES, LOSSES, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY RELATING TO THE USE OF TAXMASTER OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF LICENSEE, USER, OR OTHER PERSON HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE RSI REPRESENTATIVES' LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO LICENSEE, ANY USER, OR ANY OTHER PERSON SHALL IN ANY EVENT NOT EXCEED THE AMOUNT OF THE FEES FOR TAXMASTER PAID BY LICENSEE FOR THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE ALLEGED INJURY OR DAMAGE. IN NO EVENT MAY LICENSEE OR ANY USER BRING ANY CLAIM OR CAUSE OF ACTION AGAINST THE RSI REPRESENTATIVES MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.
- 14. Termination.** Either party may terminate this Agreement if the other party materially breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach. Notwithstanding the foregoing, RSI may immediately terminate the Agreement without further notice if it reasonably believes that Licensee has engaged in activity that violates applicable law or commits the same or substantially similar breach of any provision of this Agreement more than once in any twelve (12) month period. All obligations with respect to any payment that was accrued and owing prior to the effective date of any termination under this Agreement shall survive termination. Termination of the License shall be in addition to and not in lieu of any equitable remedies available to RSI. At the conclusion of the Term, whether upon expiration or earlier termination, the License shall terminate and all rights to access and utilize TaxMaster shall cease, and Licensee shall erase any copies residing on its networks, work stations and laptops and shall certify the same to RSI upon request. Sections 7 through 18 shall survive any termination of this Agreement and shall continue in full force and effect.
- 15. Force Majeure.** If either party's failure to comply with any obligation under this Agreement is caused in whole or in part by labor disputes; riots or other civil disturbances; wars, coups, or invasions; governmental regulations; fires, floods, and other casualties; pandemics and epidemics; acts of God, and other similar circumstances beyond the reasonable control of such party (each, a **Force Majeure Event**), such failure shall not constitute a breach of this Agreement, and such failure shall be excused for as long as such failure is caused in whole or in part by such Force Majeure Event. The party claiming that a Force Majeure Event caused such failure must notify the other party in writing promptly after such party becomes aware of the Force Majeure Event. If any Force Majeure Event causes the suspension of a material obligation of either party to

the Agreement for more than thirty (30) days, the other party shall have the right to terminate this Agreement with immediate effect by delivery of written notice thereof.

16. Notices. All notices and demands of any kind which either party may be required to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by nationally recognized overnight courier providing a receipt for delivery, by certified or registered mail, postage prepaid, with return receipt requested, or by personal delivery at the applicable address set forth in the Order Form or to such other address as that party may designate in writing. Notices will be deemed effective upon the date of receipt (or refusal of delivery).

17. Miscellaneous Provisions.

17.1. No Waiver. No waiver by either party of a breach of any provision of this Agreement shall be effective unless made in writing by the waiving party and no such waiver shall be construed as a waiver of any subsequent or different breach. No forbearance by a party to seek a remedy for noncompliance or breach by the other party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.2. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its choice of law provisions. The parties irrevocably submit to the exclusive jurisdiction of the federal or state courts located in Massachusetts in connection with any controversy, claim or dispute arising under this Agreement and waive any defense based on lack of jurisdiction, improper venue, or forum non conveniens.

17.3. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes all earlier discussions, understandings, or agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

17.4. Severability. The illegality, invalidity, or unenforceability of any provision of this Agreement (as determined by a court of competent jurisdiction) shall not affect the legality, validity, or unenforceability of the remaining provisions, and this Agreement shall be construed in all respects as if any illegal, invalid, or unenforceable provision were omitted.

17.5. Third Party Beneficiaries. Nothing contained in this Agreement is intended to create third party beneficiaries hereof.

17.6. Each Party Acting Independently. RSI and Licensee agree that each is acting independently of the other, that they are not joint venturers, and that neither is an agent, partner, or joint venturer of the other.

17.7. Amendment. This Agreement shall not be modified or amended, in whole or in part, except by written amendment signed by both parties.

17.8. Assignment. Neither party may assign this Agreement or any rights or obligations created under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, except that RSI may assign this Agreement without consent (i) to any subsidiary or affiliated company, (ii) to an entity succeeding to all or substantially all of its stock or assets, whether by merger or purchase, provided that such entity shall expressly assume all of RSI's obligations under the Agreement, or (iii) in the event RSI sells or otherwise transfers TaxMaster to a third party. Any unauthorized assignment or delegation will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties' successors and assigns.

17.9. Headings and Cross-References. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the scope, meaning or intent of the provisions of this Agreement.