

**AMENDMENT NO. 7
TO
MAINTENANCE AND SUPPORT AGREEMENT – PROPERTY TAX**

This Amendment No. 7 to Maintenance and Support Agreement (this "Amendment") is made and entered into by and between the Minnesota Counties Computer Cooperative ("MCCC") and Conduent State and Local Solutions, Inc. ("Conduent") successor in interest to Conduent State & Local Solutions, Inc., referred to individually as "Party" or collectively as "Parties." In consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

1. This Amendment shall be effective on June __, 2020 (the "Amendment Effective Date").
2. Article 2, Term of Agreement, is deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on June __, 2020 (the "Effective Date"), and will continue through December 31, 2023. This Agreement can be extended for additional years based on mutually agreed to pricing terms negotiated by the Parties.

3. As of the Amendment Effective Date, Article 3, Maintenance and Support Services to be Provided by ACS is deleted in its entirety and replaced with the following:

Beginning on June __, 2020, and continuing through the term of this Agreement, Conduent will furnish MCCC and the members of the Conduent Property Tax User Group with the services set forth in Exhibit A - Statement of Work, attached hereto and made part hereof.

Withdrawal of Counties shall be addressed as follows: It is the intent of the parties that all of the Initial Participating Counties ("IPC's") will continue to receive maintenance and support hereunder for the three-year term at the per County rates set forth in Table 1. There are twenty-five (25) IPCs under this Agreement. The parties acknowledge and agree that nineteen (19) Counties is the "Minimum Participating Threshold" ("MPT") under this Agreement. To the extent the total number of participating Counties falls below the IPC but remains at or above the MPT, the quarterly rate will be adjusted on a per county basis for which the price will be subject to a pro rata reduction for each withdrawn county down to the MPT. If the total number of participating Counties falls below the MPT, the total price paid by MCCC shall remain equal to the MPT price. For the avoidance of doubt, the parties acknowledge and agree that under no circumstances will the per county rate comprising the total price paid by MCCC drop below the MPT. The price to MCCC upon the withdrawal, termination or removal, of any County or Counties between the IPC and MPT shall be adjusted at the quarterly price per Table 2. The withdrawal, termination, or removal of an MCCC member County covered by this Agreement shall be confirmed in writing and shall not be a basis for reduction or modification of the total three year price payable by MCCC.

MCCC acknowledges and agrees that each member of the Property Tax User Group who ratifies this Agreement will be bound by the general terms and conditions specified herein, including but not limited to the service provision terms contained in Exhibit A.

4. As of the Amendment Effective Date, in Exhibit B of the Agreement, Applicable Charges, the section titled "Tax Support" is deleted in its entirety and replaced with the following:

For the MCCC member counties who are members of the Conduent Property Tax User Group (which consists of the following counties: Beltrami, Benton, Brown, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Houston, Hubbard, Jackson, Kanabec, Kittson, LeSueur, Martin, McLeod, Otter Tail, Pennington, Pine, Sibley, Wabasha, Waseca, Watonwan, Winona and Wright Counties), MCCC shall pay Conduent the quarterly maintenance & support fees set forth below.

Table 1

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
quarterly price	quarterly price	quarterly price	quarterly price
per county	per county	per county	per county
\$8,360	\$8,694	\$8,955	\$9,224

5. Notification of cancellation should be provided 12 months in advance per the original contract and should be done prior to May 15 of each year.
6. Avenu will continue to maintain a support staff to support this product and customers.
7. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

Optional Services

Upon written request, Avenu will provide MnCCC pricing for upgrade path to our legacy Tax solutions as part of this support and maintenance agreement. Avenu may propose any one of several modules and features listed below to meet the desired objectives for a property tax solution. Each of these may be purchased separately or as a fully integrated bundle with our CAMA solutions. Our proposed pricing includes implementation and support services required for each of the solutions including project management, data conversion, and training.

Clearview Property Tax Manager (PTM): Property Tax Billing, Collection, and Assessment Administration modules are intended to conform to each jurisdiction's business rules. The objective is to provide workflows and calculations that adapt to a County's administrative requirements. The Property Tax Billing and Collections modules are designed to provide end to end management of the entire Tax cycle, and together the modules provide tools and administer assessments for each jurisdiction.

Size	PTM
Small	\$8,709
Medium	\$10,398
Large	\$12,765


IN WITNESS WHEREOF, the undersigned authorized representatives of MCCC and Conduent have executed this Amendment.

MINNESOTA COUNTIES COMPUTER
COOPERATIVE

CONDUENT STATE & LOCAL
SOLUTIONS, INC.




11/24/20



10/7/20
Lisa C. Meredith
Executive Director



10/6/2020
JASON McCASLEN
MCCC BOARD CHAIR



10/6/2020
JASON McCASLEN
CAMA CHAIR



10/5/2020
Micki O'Keefe
TAC Chair