

**AMENDMENT NO. 7
TO
MAINTENANCE AND SUPPORT AGREEMENT - CAMA**

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 CamaUSA 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-six (26) initial Participating Counties IPCs under this Agreement. The parties acknowledge and agree that ~~nineteen fourteen~~ (194) 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rate will be adjusted on a per county basis for which the price will be subject to a pro rata reduction for each withdrawn county down to the MPT.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 per Table 1. 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 Conduent CamaUSA 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 "CamaUSA Support" is deleted in its entirety and replaced with the following:

CamaUSA Support

For Scott and Chisago Counties MCCC shall pay Conduent the quarterly maintenance & support fees set forth below:

Table 1

2020	2021	2022	2023
quarterly price	quarterly price	quarterly price	quarterly price
per county (Scott & Chisago)	per county (Scott)	per county (Scott)	per county (Scott)
\$3,594	\$3,702	\$3,813	\$3,927

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

Table 2

2020	2021	2022	2023
quarterly price	quarterly price	quarterly price	quarterly price
per county	per county	per county	per county
\$3,090	\$3,214	\$3,310	\$3,409

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

Clearview Valuation Analytics (CVA) enables Assessors and Appraisal teams with instant insight to your property values and sales. This GIS-based analytics toolset is configurable with any Computer Assisted Mass Appraisal (CAMA) system and provides tools that will increase your decision-making efficiency.

Upon written request Avenu will provide MnCCC customers under current maintenance for CamaUSA entry into the Avenu Early Adopter program for our Clearview Valuation Analytics solution which will extend Sales Ratio, Comparative Sales and other modules to the users at no additional cost.

Clearview Valuation Manager (CVM): With this solution you can manage your Computer-Assisted Mass Appraisal (CAMA) workflows and choose from multiple appraisal methods, such as cost, income, and comparable sales, and enjoy seamless integration with tools like geographic information systems (GIS), aerial photography, and more. Our full-featured valuation module enables your team to easily manage and value properties across your jurisdiction using various approaches. You can automate work processes with an embedded GIS module that integrates directly with any 3rd party tax, billing, or permit software.

Upon written request, Avenu will provide MnCCC pricing for upgrade path to our modern CAMA solution as part of this support and maintenance agreement. Our CVM (CAMA) may be purchased separately or as a fully integrated bundle with our Property Tax solutions. Our proposed pricing includes implementation and support services required for each of the solutions including project management, data conversion, and training.

Size	CVM
	Quarterly Payment
Small	\$5,590
Medium	\$7,090
Large	\$8,590

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

MINNESOTA COUNTIES COMPUTER
COOPERATIVE


CONDUENT STATE & LOCAL
SOLUTIONS, INC.



JASON McCASLEN
CAMA CHAIR



JASON McCASLEN
MCCC BOARD CHAIR



Lisa C. Meredith
MCCC Executive Director
12/29/2020