

**Order for: BALDWIN COUNTY GOVERNMENT**

**Account #:**  
**SFDC Account #: 0000542505**  
**Quote ID:Q-00389353**

**Shipping Address**

Cian Harrison  
175 Courthouse Square  
Bav Minette. AL 36507

**Billing Address**

Cian Harrison  
175 Courthouse Square  
Bav Minette. AL 36507

**Subscription Dates: Start: 9/1/2020 End: 8/31/2021**



### Order Detail

Qty.	Material ID:	Product Name:	List Price:	Discount:	Net Price	Total Price:
1	10034093	ACCOUNTING RESEARCH MANAGER: GOVERNMENT LIBRARY (3r)	1,839.00	7%	\$1,710.27	\$1,710.27
Totals:					\$ 1,710.27	

**Order Total: \$ 1,710.27**

### **Auto-Renewal Program**

By enrolling your product(s) in our Automatic Subscription Renewal Program, subscriptions automatically renew at the end of the term without any further action on your part, until you cancel.

For each renewal you will be invoiced at the then current subscription price (subject to increase every year) and applicable sales tax and shipping and handling. Should you decide for any reason that you no longer wish to be enrolled in the automatic renewal program, or you did not intend to enroll, you may cancel your participation in this program at any time. You can cancel by calling Customer Service at 800-344-3734, or by emailing [CCHCustomerService@wolterskluwer.com](mailto:CCHCustomerService@wolterskluwer.com).

Enrolling a subscription product under our automatic renewal program does not affect our cancellation policy which you can find at: <http://support.cch.com/Answers>

**Yes, please enroll me in this program.**

**No, not at this time.**

**Signature:**

**Date:**

### **Accepted and Agreed:**

You or Your refers to the customer identified in this Standard Research Agreement ("Agreement"). The products being subscribed to under this Agreement ("Products") are delivered via a CCH online research platform ("Electronic Platform") and their use is also subject to the terms and conditions set forth within the Electronic Platform (the "CCH Online Agreement") and which terms are incorporated in this agreement by reference. *If the Electronic Platform is CCH® IntelliConnect®, or CCH® AnswerConnect, the CCH Online Agreement can be found at [http://researchhelp.cch.com/License\\_Agreement.htm](http://researchhelp.cch.com/License_Agreement.htm).*

- . Any conflict between the terms of the CCH Online Agreement and this Agreement shall be resolved in favor of this Agreement.
1. Your subscription to the Products shall begin on the latter of (i) your delivery of this Agreement signed as provided below on your behalf and accepted by an authorized representative of CCH and (ii) the first day of the Subscription Period set forth above. There is no trial period beyond the start date for the subscriptions under this Agreement.
  2. Notwithstanding any provision to the contrary in the CCH Online Agreement, the Subscription Period is NON-CANCELLABLE and any termination of this Agreement by Customer without CCH's prior written consent prior to the expiration of the Subscription Period will result in Customer being responsible for the remaining balance of the Total Price set forth above. Sales tax will be added as applicable. Payment for the Subscription Period is due within the number of days specified in Payment Terms, notwithstanding any contrary payment terms in any invoice. Any payments in excess of \$10,000 may only be made by check, ACH or wire transfer. CCH shall have the right to terminate Customer's access to the Products if Customer fails to pay the applicable subscription fees when due, in addition to any other remedies available to CCH.
  3. Subsequent Merger or Acquisition. Customer shall promptly notify CCH in the event Customer has any material merger of acquisition and Customer and CCH will reasonably cooperate with one another to re-evaluate the new combined Product needs of Customer and determine any necessary or appropriate modifications to this Agreement. In the event that Customer merges with or acquires a current customer of the Electronic Platform (hereinafter "Current CCH Tax Customer"):
    - a. The Current CCH Tax Customer's agreement will continue unaffected through the end of the then-current year of the term of the Current CCH Tax Customer's agreement ("End Date"); and
    - b. Customer and CCH will re-evaluate the new combined needs and implement any changes effective following the End Date.
  4. Customer's signature below indicates acceptance of the special terms and conditions of this agreement, as set forth above and on continuation sheet, if applicable. This Agreement is subject to acceptance by an authorized representative of CCH. Any additions, deletions or other modifications to this Agreement, including without limitation, to the number or type of Products under this Agreement and/or the number of users set forth herein, must be negotiated with an authorized CCH representative, and may require a new Agreement.

**Signature:**

**Date:**

**IN THIS AGREEMENT, THE WORDS "YOU", "YOUR" AND "USER" MEAN THE COMPANY PROCURING THE ACCOUNTING RESEARCH MANAGER INFORMATION DATABASE. "CCH", "WE", "US" AND "OUR" MEAN CCH INCORPORATED, A WOLTERS KLUWER COMPANY.**

**YOU UNDERSTAND AND ACKNOWLEDGE THAT CCH MAY MODIFY OR CHANGE THE TERMS AND CONDITIONS SET FORTH HEREIN BY POSTING SUCH MODIFICATIONS AND CHANGES ONLINE.**

#### **1. Services**

This Agreement between You and CCH governs Your (and Your employees) access to and use of the CCH Accounting Research Manager information database(s) ("Database") and related content, features or services that are accessed over the Internet or through the use of a CD-ROM ("Services").

## 2. Authorized Users

**A. AUTHORIZED USERS, CONCURRENT SUBSCRIPTIONS.** Provided that You are otherwise in compliance with this Agreement, You can identify those of Your employees who shall be permitted access to the Services ("Authorized Users"). In addition, You are responsible for ensuring that only Authorized Users access the Services. You and CCH shall agree, in writing, on the number of subscriptions with access to the Database at the same time ("Concurrent Subscriptions"). For example, if You have twenty (20) Authorized Users and You acquire ten (10) Concurrent Subscriptions, all Authorized Users may access the Service at some time, but only ten (10) Authorized Users may access the Service at the same time. We (along with Our third party grantors ("Grantors")) retain control and ownership of the form and content of the Services. However, the form and the content of the Services may be revised from time to time. Any rights with respect to the Services and the Database not expressly granted herein are reserved to Us or Our Grantor(s). Your employees shall not be granted access to the Services until You have accepted this Agreement in accordance with Section 7(A) of this Agreement.

**B. CHANGING AUTHORIZED USERS, CHANGING THE NUMBER OF CONCURRENT SUBSCRIPTIONS.** Provided You are otherwise in compliance with this Agreement, and Your subscription profile meets certain criteria designated by Us, You shall be entitled to maintain Your Authorized Users at a web site available to You. Provided You are otherwise in compliance with this Agreement, and your subscription profile does not meet certain criteria designated by Us, You shall be entitled to request changes to Your Authorized Users by providing Us with notice of any desired changes. Provided You are otherwise in compliance with this Agreement and We do not object within a reasonable time after receiving Your notice thereof, You may increase the number of Concurrent Subscriptions during the Service period by (i) providing Us with notice of any desired changes, and (ii) making timely payment of any additional fees or other amounts due to such change. Prior to each renewal period (as described in this Agreement), You may request to change the number of Concurrent Subscriptions for such renewal period. If requested by Us, You shall provide Us with a confirmation of the number and names of the individuals who You have granted access as Authorized Users.

## C. USAGE REQUIREMENTS AND UNDERSTANDINGS.

(i). Your employees may only use the Services on workstations, personal computers, or local area networks that You own or otherwise control, and only for Your internal business purposes. Your employees may not, in the aggregate, reproduce more than ten (10) copies of a particular document retrieved from the Database in printed form for Your internal use. Your employees may not publish, license, sell, transfer, modify, copy, display or distribute any portion of the Database, except as expressly provided in this Agreement, or change, delete or obscure any copyright notice, disclaimer, warning or other notice. Your employees may not use materials copyrighted by the Financial Accounting Standards Board, or Financial Accounting Foundation, in any college, university or post-secondary academic courses. Data, files, software or tools downloaded or otherwise obtained or available through access to or use of the Services may not be reverse engineered or otherwise tampered with. You hereby assign (and shall cause Your employee(s) to assign) to Us all rights and interests (including copyrights) You (or Your employee(s)) might have or obtain in any material resulting from a violation of this paragraph or this Agreement.

(ii). You shall be responsible for all access to and use of the Services through Your account, I.D.s or password(s). You agree to supervise and safeguard Your computer equipment, I.D.s, password(s) and account information to prevent usage by anyone except Authorized Users. You may permit certain third parties who are performing services for You and who are not Authorized Users, to access to the Database solely to fulfill its services for You provided that such third parties execute a non-disclosure agreement that is satisfactory to Us. You agree to comply with all applicable laws, rules, regulations, orders and legal obligations in connection with use of the Services, or this Agreement.

(iii). Any alternative methods available for accessing the Database (a CD-ROM, for example) will be provided to You in separate product information sheets. If Your access of the Services is using a method other than over the Internet, We reserve the right to modify the method, timing and other details of distribution of the Database or any updates or related materials. You shall be responsible for furnishing and maintaining the software, equipment, network connectivity and access and other resources as may be necessary from time to time to use the Database. Information about such software, equipment, network connectivity etc. will be published on the Web site <http://new.accountingresearchmanager.com> or will otherwise be provided to You in separate information sheets. In the event that We provide software, equipment or other tools related to use of the Database or compliance with this Agreement, You agree to install and/or use same in accordance with Our reasonable requests or instructions.

### **3. Confidentiality**

You acknowledge that the Services that We are providing to You and the Database to which You have access contain Our and/or Grantors proprietary and confidential information. You agree to hold the Database (including all its contents) in confidence and take all reasonable precautions to safeguard it from disclosure to, or reproduction or use by, third-parties, except as otherwise permitted by this Agreement, and from any other use not authorized by this Agreement. You further acknowledge that the Services and the Database are sold to You on the basis of how many Concurrent Subscriptions may concurrently access the Service. You shall ensure that Your Authorized Users shall not share user I.D.s and/or passwords with third parties not employed within Your organization.

### **4. Party Responsibilities; Third-Parties**

#### **A. INDEMNIFICATION BY CCH.**

We shall indemnify and hold You harmless from and against any claim, liability or expense (including, but not limited to, reasonable attorneys fees) that You incur arising out of the alleged infringement of the copyright or proprietary right of any third party. We shall not indemnify You however, if the claim of infringement results from: (1) Your or Your employees misuse or modification of the Database or the Service; (2) Your failure to use the corrections or enhancements that We made available to You, and such use would have prevented, cured or substantially reduced the infringement alleged; (3) Your or Your employees use of the Database or the Service in combination with any product or information not owned or developed by Us, and where such use caused or substantially contributed to the infringement alleged; (4) Your or Your employees distribution, marketing or use of the Database or the Service for the benefit of third parties; or (5) Your or Your employees conduct in breach of this Agreement. The foregoing commitments relating to indemnity are provided on the condition that You: (X) promptly notify Us in writing upon receiving notice or information of any claim or action to which such indemnification obligations might reasonably apply; (Y) provide Us with Your full cooperation and assistance in connection with the defense of any relevant claim or action and (Z) immediately upon request turn over to Us full control of the defense of any relevant claim or action. We shall not be responsible for any settlement or other agreement made by You without Our consent. If in Our opinion an infringement claim is likely or if We settle a claim or if Your continued use of the Database is enjoined by reason of infringement of one of the rights described above, We will (at Our option and expense) promptly either (a) procure the right for You and Your employees to continue using the Database and the Service, (b) replace the Database (and/or the Service) with a noninfringing equivalent, (c) modify the Database (and/or the Service) to make it noninfringing or (d) accept return of the Database and the Service and refund to You the fees that You have paid to Us for the Service less a reasonable amount for Your use of the Service up to the time of return. The foregoing constitutes Your sole and exclusive remedy and Our entire liability with respect to infringement.

#### **B. INDEMNIFICATION BY YOU.**

You acknowledge that Our Grantors hold proprietary rights in portions of the Database and that Your failure to comply with this Agreement will be a material breach of this Agreement and may cause Us to breach Our related agreements with such Grantors. Further, You agree that use of the Services is not intended to replace Your professional diligence, skills or judgment, nor that of Your advisors, representatives, directors, officers, agents or employees. You further agree that You are solely responsible for use of the Services and for all consequences of such use. You shall indemnify and hold Us harmless from any claim, liability or expense (including, but not limited to, reasonable attorney's fees) that We incur arising out of Your breach of the terms of this Agreement or use of the Services and/or the Database.

## **5. Charges and Payment**

You shall be charged a subscription fee based upon the number of Concurrent Subscriptions entitled to access the Database at the same time. You shall instruct Us regarding how many Concurrent Subscriptions shall be entitled to access the Database and We shall confirm, in writing or electronically, through an invoice, said number of Concurrent Subscriptions with You. Your failure to object to the number of Concurrent Subscriptions set forth in invoices for the initial term and any renewal terms shall be deemed Your confirmation of the number of Concurrent Subscriptions. The subscription fee will be published on the Web site <http://new.accountingresearchmanager.com> Payment in full of the fees and charges incurred in connection with Your account shall be due and payable no later than 30 days of the date of invoice. Interest on any payment or part thereof past due over 30 days shall accrue at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower. All fees and charges are non-refundable, regardless of any termination hereof, except as otherwise provided in under this Agreement. If requested by You, and accepted by Us, We reserve the right to charge You (at Our then-current rates) for any requested assistance that We provide to You in connection with the Services. You are responsible for any communications charges or surcharges incurred while using any data carrier, telecommunications provider, Internet or online service provider, network or other services in connection with access to or use of the Services.

## **6. No Warranties; Not Professional Services Or Advice; Limitation of Liability**

THE SERVICES AND THE DATABASE ARE MADE AVAILABLE ON AN AS IS AND AS AVAILABLE BASIS, WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY SORT, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, PERFORMANCE OR FREEDOM FROM ERRORS OR UNINTERRUPTED USE. THIS APPLIES TO ANY AND ALL COPIES OF THE DATABASE, INCLUDING ALL VERSIONS OR UPDATES THEREOF, AND TO ANY RELATED DATA, SERVICES, ADVICE OR MATERIALS.

YOU ACKNOWLEDGE THAT WE ARE NOT WARRANTING THAT ACCESS TO OR USAGE OF THE SERVICES AND THE DATABASE WILL BE UNINTERRUPTED OR ERROR FREE. WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORKS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH WE WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS WE DEEM APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

FURTHER, YOU ACKNOWLEDGE THAT THE SERVICES DO NOT SUBSTITUTE FOR PROFESSIONAL ADVICE. YOU UNDERSTAND THAT SOME LAWS, REGULATIONS, GUIDELINES AND OTHER MATTERS ADDRESSED IN THE DATABASE ARE SUBJECT TO INTERPRETATION AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR, AND WAIVE ANY CLAIM AGAINST US AND GRANTOR(S) FOR, ANY AND ALL LOSS, DAMAGE AND EXPENSE (OR CLAIM THEREOF) RESULTING FROM YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT YOUR BUSINESS OR REPORTING SITUATION(S) MAY NOT BE SUITED TO THE CONTENTS OF THE DATABASE, THAT INDEPENDENT PROFESSIONAL JUDGMENT, ANALYSIS AND ADVICE MUST BE APPLIED TO ANY USE OF THE SERVICES, AND THAT YOU ARE ENCOURAGED TO SEEK PROFESSIONAL ADVICE WITH RESPECT TO ANY APPLICATION OF

THE SERVICES TO ACTUAL BUSINESS OR REPORTING MATTERS OR SITUATIONS. YOU AGREE THAT THE AVAILABILITY OF THE SERVICES SHALL NOT BE CONSTRUED AS A RENDERING OF ANY TAX, LEGAL, ATTEST, ACCOUNTING, AUDITING OR OTHER PROFESSIONAL SERVICES OR ADVICE.

In no event shall We be liable in an amount that exceeds the subscription fees that You have paid to Us for the Services during the calendar year in which the first claim alleging liability hereunder occurred. Further, We shall not be liable for any consequential, incidental, indirect, special or punitive damage, loss, or expense, including damage, loss or expense for lost profits, business interruption or lost revenue or business opportunity, related to the Services, the Database, or this Agreement, even if We have been advised of the possibility or likelihood of such damages. These limitations shall apply in full regardless of the theory of relief asserted (including all forms of negligence) and regardless of any assertion that a remedy has failed of its essential purpose.

You understand and agree that the provisions of this Section 6 are for the benefit of CCH and their Grantors, and their respective directors, officers, partners, representatives, employees and agents.

## 7. Term and Termination

**A. TRIAL PERIOD.** This Agreement shall govern Your use of the Services for the Trial Period. You shall be entitled to access the Services, without an obligation to pay the subscription fee, for a trial review period designated by Us following the date that You agree to accept the terms of this Agreement ("Trial Period"). If You desire to continue the Services after the expiration of the Trial Period, You must expressly notify Us by facsimile or by e-mail. If You do not notify Us that You desire to continue the Services, Your access to the Services shall terminate.<

**B. TERM.** If You notify Us that You desire to continue the Services in the manner set forth in Section 7.A. above, this Agreement shall continue in full force and effect for the 12-month period (or additional 12 month increments if You request) ("Service Period") following the date that the Trial Period expires ("Accept Date"). Prior to the end of the Service Period, We will provide You with notification of the subscription fee for the upcoming renewal period. This Agreement shall be deemed automatically renewed for a 12-month period upon each anniversary of the Accept Date and at the prices communicated to You or in existence upon each such renewal. You may elect to terminate an automatic renewal by providing Us with written notice within the first 30 days of such automatic renewal service period.

**C. TERMINATION.** We may terminate this Agreement at any time by giving You (10) days prior written notice of such termination. You may terminate this agreement as described in sections 7.A. and 7.B. Upon the termination of this Agreement, You shall provide Us with written certification stating that You have (i) discontinued use of Services, (ii) deleted the Database materials from Your computers, storage devices and systems and (iii) destroyed or returned all copies and derivatives of the Database and all associated versions, updates, materials, data and documentation related to the Services to Us.

**D. SURVIVAL.** All terms and conditions set forth in this Agreement that by their nature would survive termination or expiration of this Agreement, including but not limited to those related to confidentiality, limitation of liability, indemnification, disclaimers of warranties and proprietary rights in connection with the Database shall survive the termination or expiration of this Agreement.

## 8. Assignability

You may not assign this Agreement (including, but not limited by operation of law), nor any of Your rights, duties or obligations to any other party. Notwithstanding the foregoing, upon thirty (30) days prior written notice to Us, You may assign this Agreement to any entity which acquires all or substantially all of Your assets or capital stock. We may assign this Agreement or any of Our rights, duties and/or obligations hereunder. Further, We may, in Our sole discretion, extend the rights and protections of CCH under this Agreement to any of the subsidiaries or affiliates of Wolters Kluwer to the extent that they are involved with the performance of this Agreement.

## 9. General



**A. WAIVER.** The waiver or failure by either party to claim a breach of any provision herein shall not be a waiver of any other provision or subsequent breach of the same provision.

**B. SEVERABILITY.** If any term herein is declared to be void or unenforceable by a tribunal of competent jurisdiction, the validity, legality and enforce ability of the remaining terms and conditions shall remain in full force and effect.

**C. FORCE MAJEURE.** Neither party shall be liable for any delay or failure of performance which is due to causes beyond its reasonable control.

**D. TAXES.** In addition to and separate from any subscription fees, You agree to be responsible for any sales, use, license, transaction or other taxes (excluding taxes based upon Our net income) based on this Agreement or the Services provided herein.

**E. CHOICE OF LAW; TIME FOR BRINGING CLAIMS.** This Agreement shall be governed by the laws of the United States of America and of the State of Illinois, without giving effect to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. This Agreement is set forth in the English language for the mutual convenience and benefit of the parties. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Chicago, Illinois and must be instituted within one year after the facts giving rise to the claim or cause of action were (or should have been) known, or it is barred.

**Signature:**

**Date:**