

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is made and entered as of the 20th day of May, 2019, by and between FM Software (“FMS”) a corporation organized and existing under the laws of the State of Mississippi, and Madison County, Mississippi (“Madison County”), a political subdivision of the State of Mississippi.

I. SERVICES:

FMS shall provide to Madison County and the Madison County Tax Collector’s Office software maintenance, software conversion, and other custom computer-related services, and any other task as requested by any duly authorized employee or elected official of Madison County as part of this Agreement.

II. SERVICE ASSISTANCE:

Madison County herewith agrees to furnish, on its own computer, sufficient computer time at no charge to FMS, to allow FMS to perform its required services set forth in Section I. above. Madison County also agrees to furnish all source codes and system specifications necessary for FMS to accomplish any task assigned to it. In the event of missing source code or system specifications, FMS will be paid \$160 per hour for all time required to obtain or re-create missing source codes and/or system specifications.

III. PROGRAMS:

FMS agrees to supply in magnetic form to Madison County all procedures and object programs completed or purchased as a result of this Agreement. The storage medium will be the Madison County’s computer system’s internal magnetic storage. Madison County uses a back-up system that utilizes an 18 tape back-up rotation and such back-up mechanisms are expressly allowed pursuant to this Agreement. Such programs are confidential, proprietary and shall not be copied or transferred to any third party or to anyone other than Madison County and the Madison County Tax Collector and their authorized representatives acting on behalf of Madison County and/or the Madison County Tax Collector’s Office.

IV. PRICE AND TERMS OF SERVICE:

Madison County shall pay to FMS a monthly fixed fee of \$1,200 which will entitle Madison County to ten (10) hours of services as described herein for that month. For all services over ten (10) hours per month, FMS shall bill Madison County at \$160 per hour and Madison County shall pay FMS at the \$160 per hour rate. FMS shall present time sheets that describe the function and/or services performed and the time spent doing so. In the event a large task is expected to be undertaken (in excess of 10 hours), it shall be subject to the approval of the Tax Collector.

V. OWNERSHIP:

FMS and Madison County herewith expressly covenant and agree that all customer programs, documentation, and source codes developed hereunder are the intellectual property of FMS. Such programs are the exclusive property of FMS and not Madison County and Madison County shall maintain the confidentiality of such programs and shall not copy or convey such programs.

Madison County further agrees that all copyrighted programs, documentation, source codes, and like intellectual property shall not be distributed to any third party. Protection from such distribution may be insured by the presence of serial number validation routines provided by FMS.

VI. TERM OF CONTRACT AND TERMINATION:

This Contract shall be effective as of May 20, 2019. The contract shall automatically renew on October 1, 2019 and each year thereafter on October 1 until terminated pursuant to the terms of this Agreement.

Failure by Madison County to remit payment to FMS within sixty (60) days of receipt of an invoice shall render this contract voidable. Upon failure by Madison County to timely remit payment, FMS shall notify Madison County in writing if FMS intends to terminate this Agreement for non-payment, and termination shall be effective upon receipt of the notice to terminate. Additionally, this Agreement may be terminated at the convenience of either party, whether or not extended beyond the initial term, by giving the other party 30 days written notice.

VII. MISCELLANEOUS:

A. Complete Agreement.

Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

B. Notices.

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

(a) To Licensor:

FM Software
P. O. Box 1133
Clinton, MS 39060-1133

(b) To Licensee:

Madison County, Mississippi
c/o Tax Collector
P. O. Box 113
Canton, MS 39046

C. Governing Law and Jurisdiction.

This Agreement and performance hereunder shall be governed by the laws of the State of Mississippi. The sole jurisdiction for any legal proceedings under this Agreement will be Mississippi.

D. Waiver.

The waiver or failure of Licensor to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

E. Severability.

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

F. Headings.

The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

G. Approval.

This Agreement shall be approved by the Board of Supervisors of Madison County, Mississippi and such approval and a copy of this Agreement shall be attached to the minutes reflecting such approval.

THIS THE 20th day of May, 2019.

FM Software
Thomas E. Lewis
Owner
35 Cascades Circle West
Clinton, MS 39056-3572

Madison County, Mississippi
Trey Baxter
President, Board of Supervisors
P.O. Box 404
Canton, MS 39046