



**AGREEMENT FOR ONLINE  
AUCTION PORTAL**

**Between**

**Madison County, Mississippi**

**And**

**GovEase Auction, LLC**

## **I. The Agreement**

THIS AGREEMENT FOR ONLINE AUCTION PORTAL (this "Agreement") is executed and entered into by and between Madison County, Mississippi ("the Customer") and GovEase Auction, LLC, a Mississippi limited liability company ("GovEase") on July 25, 2024 (the "Effective Date"). In consideration of the promises, rights, obligations, and consideration set forth below, and intending to be legally bound thereby, the parties hereby agree as follows:

## **II. Initial Term and Renewal**

The term of this Agreement shall commence on the Effective Date and shall continue remain in force until one (1) year (the "Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. Provided that neither party is in default hereunder beyond applicable periods of grace and/or notice and cure, upon the conclusion of the Initial Term, or any Renewal Term (as defined below), this Agreement shall be automatically renewed for additional term of one (1) year (the "Renewal Term") upon all terms, conditions and obligations set forth herein unless either party notifies the other ninety (90) days in advance before the end of the Initial Term or any applicable Renewal Term that they do not intend to renew.

## **III. Scope of Services**

- a. In exchange for payment by the Customer as set forth in Section IV of this Agreement, GovEase will provide the services outlined in Exhibit "A" attached hereto and incorporated herein by reference of this Agreement.
- b. The services to be performed pursuant to this Agreement shall be performed in accordance with the applicable laws and regulations of the State of Mississippi.

## **IV. Fees and Billing**

In consideration of the services to be rendered by GovEase as set forth in this Agreement, the Customer shall pay or cause to be paid to GovEase the fees set forth and in accordance with **Exhibit "B"** and **Exhibit "B(A)"** attached hereto and incorporated herein by reference of this Agreement.

## **V. Modification**

This Agreement may only be modified, altered, or amended by a written instrument duly executed or initialed by authorized representatives of the Customer and GovEase.

## **VI. Notice**

Any notices required to be sent hereunder shall be hand delivered or sent by a nationally recognized overnight delivery service (such as FedEx) or by certified mail (return receipt requested) to the following addresses:

**CUSTOMER:**

Madison County, Mississippi  
146 W Center St  
Canton, Mississippi 39046  
Attention: C.J. Garavelli  
Its: Tax Collector

**GOVEASE:**

James C. Pittman, CEO & Owner  
GovEase Auction, LLC  
2080 Main Street, Suite 200  
Madison, MS 39110

**VII. Limited Warranties**

GovEase warrants that the web site and internet application, when provided with accurate and properly formatted data from and by the Customer and from and by third-party users, and when accessed by properly functioning software and equipment of third-party users with the appropriate system requirements, including, but not limited to devices with internet access that are updated with current operating systems, patches and installed with current versions of commonly used web browsers will perform substantially as required in order to facilitate the Customer's online auction(s). For the purposes of this Agreement, the term "third party users" shall be defined as bidders or participants in auctions conducted by GovEase on behalf of the Customer pursuant to this Agreement. In the event that failures or defects arise with the web site or internet application prior to, during or after an auction, GovEase will, at no charge to the Customer, make any necessary corrections to the web site and/or internet application so that the web site performs substantially as required under the terms of this Agreement, and will use its commercially reasonable best efforts to make such necessary corrections applicable within a reasonable period of time of being notified by the Customer of any such failures or defects in the web site, provided that the Customer provides GovEase with information necessary and sufficient to correct such failure or defect upon GovEase's request. In the event GovEase is not able to make such corrections applicable within a commercially reasonable time, a GovEase representative will confer with a representative of the Customer to advise the Customer on the status of problem resolution and anticipated time of correction.

**VIII. Breach and Termination**

- a. In the event of the occurrence of a material breach or violation of this Agreement by a party, the non-breaching party shall provide written notice to the breaching party regarding the occurrence of and facts surrounding said material breach or violation of this Agreement, along with a description of the steps necessary to remedy, resolve or remove the material breach or violation. If said material breach or violation is not remedied, resolved, or removed within sixty (60) days after such written notice, the non-breach party may immediately terminate this Agreement, by providing immediate written notice to the breaching party.
- b. Termination of this Agreement shall not deprive a party of other remedies available under this Agreement or the applicable law for failure of a party to perform its obligations under this Agreement.

Failure of either party to enforce a material breach or any violation of the terms of this Agreement or to exercise any remedies hereunder shall not be considered as a waiver of that party's rights, respectively, with respect to any subsequent breach or violation.

- c. In the event of a party's breach or failure to perform its obligations under this Agreement and it becomes necessary for either party to employ an attorney to enforce compliance with any of the provisions herein contained or to give advice, enforce or demand either party's rights or remedies hereunder, then the defaulting or breaching party shall be liable for the non-breaching or non-defaulting party's attorney fees, court costs and other expenses occasioned by such default(s) or breach(es).
- d. Upon termination of this Agreement, each party shall promptly return to the other any and all personal property intellectual property data of the other held by such party, including, but not limited to, any of GovEase's Confidential Information as that term is defined in Section X of this Agreement, and shall provide a certificate to the other party to the effect that it has delivered to the other party all property belonging to the other party, including Confidential Information, and has retained no duplicates or copies of, nor conveyed to any third party, any such property.
- e. The Customer acknowledges and agrees that the consideration which GovEase shall receive under this Agreement shall not and does not include any sum sufficient for GovEase to assume the risk of any incidental damages which might arise in connection with GovEase's use of the website, internet application and all other documents, files, reports, data summaries, work papers, electronic or otherwise. Accordingly, Customer agrees that GovEase shall not be responsible to Customer for any business down-time, inefficiencies, loss of profit, indirect, incidental, special or consequential damages arising out of the performance or failure to perform the terms of this Agreement or related to the Customer's licensing or use of the website, internet application or documentation, electronic or otherwise.

## **IX. Title**

It is agreed between the parties that GovEase owns all rights, title and interest in and to the web site, internet application, and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of GovEase in connection with the services to be performed by GovEase pursuant to this Agreement, as well as the related source code including copyright, trade secret, patent, trademark, servicemarks and other proprietary rights and all customizations, enhancements, modifications, improvements, derivations or other variations thereof. This Agreement does not transfer to the Customer under any circumstances any of GovEase's ownership rights in the web site, internet application or the related source code.

## **X. License**

- a. GovEase grants the Customer and its full-time, part-time or contract employees (excluding professional consultants), subject to the terms and conditions of this Agreement, a limited, non-perpetual, non-transferable and non-exclusive license to access and use the web site and internet application solely in conjunction with the Customer's billing, collection and administration of the relevant taxes and auctions. This license immediately terminates upon any termination of this

Agreement. GovEase is acting as an Application Service Provider ("ASP") supplying to the Customer a hosted service via the Internet.

- b. The Customer acknowledges and understands that the GovEase web site and internet application licensed under this Agreement is owned by GovEase and constitutes a valuable trade secret belonging to GovEase. The Customer also acknowledges and understands that GovEase is willing to provide the Customer with certain proprietary business and technical information regarding its web site and internet application pursuant to this Agreement. It is expressly understood and agreed that the software used to develop and operate the web site and internet application; any related materials and documentation provided by GovEase, including without limitation information related to security, functionality or other technical aspects of the web site and internet application; the non-public pages of the web site; and all documents, files, reports, data summaries, work papers and working documentation, electronic or otherwise, created by or on behalf of GovEase in connection with the services to be performed by GovEase pursuant to this Agreement (sometimes collectively referred to herein as "Confidential Information") constitute a valuable proprietary product and trade secret of GovEase embodying substantial creative efforts and secretive information, ideas, and expressions. The Customer agrees to hold all such Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Confidential Information and other materials designated by GovEase as Confidential Information. Such steps shall include, without limitation, refraining from taking any action in derogation of GovEase's ownership rights in the web site, internet application and Confidential Information and taking actions similar to those taken by the Customer with respect to protecting other third-party Confidential Information in its possession.
- c. The Customer shall not disclose or otherwise make available GovEase's Confidential Information in any form to any person except to those employees of the Customer or GovEase who need access to the information to facilitate the Customer's authorized use of the web site. Nothing herein shall be construed, however, to prohibit the Customer from making any disclosures required of the Customer pursuant to any legal process or request from any governmental authority having jurisdiction over the Customer, or from making disclosure required by applicable law. However, prior to any such disclosure, the Customer shall provide written notice at least thirty (30) days prior to any such disclosure to GovEase in order to enable GovEase to seek judicial relief. The Customer's obligations under this paragraph shall survive termination of this Agreement.

## **XI. Confidentiality**

Each party agrees to treat any information they receive that is submitted to the web site by third party users, including without limitation, deposit amounts, social security numbers, bank account numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the web site. GovEase will not change the "privacy policy" without the Customer's consent, which such consent shall not be unreasonably withheld.

## **XII. Place of Execution; Governing Law; Venue**

This Agreement shall be deemed to be executed in Madison County, State of Mississippi, regardless of GovEase's domicile, and shall be interpreted and construed in accordance with the laws of the State of

Mississippi. The parties agree that the venue for any and all claims between the parties arising from this Agreement shall be in the state or Federal courts of Mississippi and for Madison County, Mississippi.

### **XIII. Successors**

The provisions of this Agreement shall be binding upon and for the benefit of the heirs, personal representatives, successors and assigns of GovEase as GovEase shall have the right to transfer or assign its interest in this Agreement to any person, persons, partnerships, association, corporation, or other legal entity. Customer shall not assign any right or obligation hereunder in whole or in part, without the prior written consent of GovEase.

### **XIV. Severability**

- a. If any provision of this Agreement is found to be unlawful or to otherwise conflict with applicable law, the applicable law shall control, and the offending provision shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder of this Agreement.
- b. If any provision of this Agreement is found to be unlawful or to otherwise conflict with applicable law, then the parties hereby agree to modify said provision, in a writing to be an amendment to this Agreement to be signed by authorized representatives of the parties, to comply with the applicable law and to reflect the parties' intention, if any such written amendment to this Agreement is necessary.

### **XV. Force Majeure**

- a. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "force majeure." For purposes of this Agreement, the term "force majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including but not limited to natural disasters, wars, pandemics, power failures, internet outages and other acts of God.
- b. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall:
  1. Promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and
  2. Use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

### **XVI. Authorization**

Both GovEase and the Customer each represent and warrant to the other that each is authorized by all required and necessary corporate or government authority or action to enter into this Agreement and that the individual(s) signing this Agreement on behalf of GovEase and the Customer are authorized to bind GovEase and the Customer to its terms. Furthermore, both GovEase and the Customer represent that they

are free to enter into this Agreement and that doing so, or performing the duties required under this Agreement, will not violate the terms of any other agreements or contracts between the parties and any third parties.

**XVII. Complete Agreement**

This Agreement, and Exhibits A, B, B(A), and C which must be attached hereto constitute the entire understanding and Agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous Agreements, representations, warranties, and understandings of such parties, whether oral or written.

{Signatures to Appear on the Following Page}

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have caused this Agreement for Online Auction Portal to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the Effective Date of this Agreement duly authorized to execute this Agreement on behalf of GovEase Auction, LLC or the Customer.

GOVEASE AUCTION, LLC, a Mississippi  
limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Madison County, Mississippi

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A TO GOVEASE AUCTION, LLC'S ONLINE  
AUCTION PORTAL AGREEMENT SCOPE OF SERVICES**

GovEase will administer auctions on behalf of the Customer using the GovEase website. The term "web site" shall mean an Internet web site hosted by or at the expense of GovEase that will utilize GovEase's internet application to conduct online auctions on behalf of the Customer. The term "internet application" means the proprietary internet application software developed by GovEase to facilitate auctions using a process that replicates a live, public outcry auction that can be accessed through the web site. The procedures and technical requirements of the auction shall be substantially as described herein.

**Specific Actions to be Taken and Services to be Provided by GovEase**

1. GovEase will provide an online auction website that will utilize the internet application to make information available to third party users and to conduct online auctions using a process that replicates a live, public outcry auction.
2. GovEase will populate the web site and internet application with data provided by the Customer, including, but not limited to:
  - a. A list of properties with delinquent taxes (typically referred to as an advertising list);
  - b. Data on bidders who participated in previous auctions with the Customer (should this information be readily available); and
  - c. Additional available data (tax records, appraiser's website/links to GIS maps, if readily available from the Customer).
3. GovEase will provide commercially reasonable and necessary training for third party users.
4. GovEase shall provide a host server for the web site. The website will utilize GovEase's internet application, which is capable of accepting and processing competitive bids from third party users for auctions offered by the Customer. The Customer acknowledges that GovEase's server may not be dedicated exclusively to the web site. GovEase shall use its commercially reasonable best efforts to make the web site available during most regular business hours during each auction conducted pursuant to this Agreement and shall make all reasonable efforts not to schedule planned maintenance downtime to occur during any such auction during most such business hours. During each such auction, GovEase shall provide to the Customer the technical support necessary to facilitate the Customer's conduct of online auctions.
5. Dependent to the customer's selection in **Exhibit "B(A)"**, if the Customer chooses to handle payments within their office;
  - a. The Customer will maintain all auction proceeds, deposits, billing, and fee payments.
  - b. The Customer will maintain the process of all bidder approvals.
6. Dependent on the Customer's selection in **Exhibit "B(A)"**, if the Customer requests the option to have payments processed as an additional service to the online auction;

- a. GovEase may facilitate and process payments itself or through one or more third party payment processor relationship(s) GovEase may maintain. Such facilitation and processing of payments shall include but shall not be limited to managing and maintaining all auction proceeds, deposits, billing, and fee payments as well as, refunding of deposits.
  - b. GovEase will handle all bidder approvals on behalf of the Customer under this agreement accompanying the Customer’s registration requirements.
7. The Customer hereby agrees and acknowledges that the scope of services under this Agreement are specifically set forth above. In the event that: (a) the Customer desires or expresses an interest in or asks for more customized services which are more customized than set forth above; (b) OR if the Customer requests changes to GovEase’s products, including, but not limited to GovEase’s “website”, GovEase’s “internet application”; (hereinafter (a), (b) and (c) are collectively referred to as (“Customizations”), then GovEase has the right to and the option to submit an **Exhibit "C"** entitled “Customization Feature Request List” to the Customer with a description of what customizations the Customer is requesting, a time estimate (if applicable) and a new and additional charge to be paid by Customer to GovEase pursuant to the same payment and billing terms provided for in the body of this Agreement. Both parties must execute or have an authorized representative initial any such **Exhibit "C" – Customization Feature Request List** before GovEase is obligated to perform any such addition to the scope of services or any customized services or more customized products, regardless of whether such **Exhibit "C"** is executed with the original body of the Agreement or such **Exhibit "C"** is executed on a date after the parties hereto execute the original body of this Agreement. If GovEase elects to provide any such **Exhibit "C"**, then only after it is signed by both parties hereto shall GovEase be obligated to perform such customized services or products. GovEase also reserves the right to demand partial payment or full payment for the Customization Feature Request List charges before undertaking such additional customized work.

GovEase Authorized  
Representative \_\_\_\_\_  
Initial Here

Customer Authorized  
Representative \_\_\_\_\_  
Initial Here

**EXHIBIT B TO GOVEASE AUCTION, LLC'S ONLINE  
AUCTION PORTAL AGREEMENT FEES AND BILLING**

1. For each auction administrated by GovEase under the terms of this Agreement on behalf of the Customer, the Customer shall pay or cause to be paid to GovEase a fee based on the Customer's selection in **Exhibit "B(A)."**
2. GovEase will submit an invoice setting forth the amount of its fees pursuant to Section IV (4) of this Agreement for services provided under this Agreement to the Customer within thirty (30) days of providing services. The Customer hereby agrees to pay any such invoices in full within thirty (30) days of receiving said invoice.
3. Unless otherwise provided on GovEase's invoice or in other instructions that GovEase provides the Customer subsequent to the execution of this Agreement, payments shall be made to "GovEase Auction, LLC."
4. If the Customer selects on **Exhibit "B(A)"** the option of having payment processing provided as an additional service to the online auction;
  - a. GovEase itself or pursuant to its third party payment processor relationship(s) shall work cooperatively with the Customer to transmit the proceeds from the auction to the county once all funds have been processed, settled and cleared.

GovEase Authorized  
Representative

\_\_\_\_\_  
Initial Here

Customer Authorized  
Representative

\_\_\_\_\_  
Initial Here

**EXHIBIT B(A) TO GOVEASE AUCTION, LLC'S ONLINE  
AUCTION PORTAL AGREEMENT FEE TABLES**

**Mississippi Lien Sale**

Check the box corresponding to which services you would like to receive.

<input type="checkbox"/> <b><u>Customer Handles Payments</u></b>	
<u>\$20.00</u> / Parcel Sold	<ul style="list-style-type: none"> <li>• The Customer shall pay or cause to be paid to GovEase a per parcel sold fee outlined to the left.</li> <li>• GovEase will receive no fee for parcels which are offered for sale but receive no bid.</li> <li>• The Customer shall pay any and all expenses incurred by GovEase in connection with the sale, including, but not limited to, statutory changes and third-party access fees.</li> <li>• In no event will GovEase be liable to the Customer for non-payment by a bidder.</li> </ul>

<input type="checkbox"/> <b><u>GovEase Facilitates Payments</u></b>	
<u>\$20.00</u> / Parcel Sold	<ul style="list-style-type: none"> <li>• The Customer shall pay or cause to be paid to GovEase a per parcel sold fee outlined to the left.</li> <li>• GovEase will receive no fee for parcels which are offered for sale but receive no bid.</li> <li>• The Customer shall pay any and all expenses incurred by GovEase in connection with the sale, including, but not limited to, statutory changes and third-party access fees.</li> <li>• In no event will GovEase be liable to the Customer for non-payment by a bidder.</li> <li>• All fees associated with a bidder's payment will be paid by the bidder. This includes, but is not limited to, conveniences fees for credit and debit, service fees for ACH/e-check, and banking fees.</li> </ul>

GovEase Authorized  
Representative

\_\_\_\_\_   
Initial Here

Customer Authorized  
Representative

\_\_\_\_\_   
Initial Here

**EXHIBIT C TO GOVEASE AUCTION, LLC'S ONLINE  
AUCTION PORTAL AGREEMENT CUSTOMIZATION FEATURE REQUEST LIST**

<b>Number</b>	<b>Item Type</b>	<b>Description</b>	<b>Time Estimate</b>	<b>Cost Estimate</b>
<b>Total</b>				

GovEase Authorized  
Representative \_\_\_\_\_  
Initial Here

Customer Authorized  
Representative \_\_\_\_\_  
Initial Here