

VERTEX INC. SOFTWARE LICENSE AGREEMENT

Any modifications or alterations to this Agreement shall be void unless contained in a written instrument duly executed by an authorized representative of both parties.

THIS AGREEMENT, including Schedules A and B, is made between Vertex Inc., a Pennsylvania corporation with offices at 1041 Old Cassatt Road, Berwyn, Pennsylvania 19312 (hereinafter "Vertex"), and the party whose name appears in the signature area for Licensee on page 4 of this Agreement (hereinafter "Licensee") as of the date this Agreement is signed by Licensee ("Agreement Date").

BACKGROUND

1. Vertex has developed and licenses various software programs and databases directly to users of such programs and databases.
2. Licensee wishes to license one or more Vertex software programs and databases for use in its business.
3. Since this Agreement is used by Vertex for multiple products and various business models, it contains terms and definitions which may only be applicable to some products and some licensees.

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the parties agree as follows:

Section 1. Definitions

The following terms, listed in alphabetical order, are defined for the purpose of this Agreement, and, where used throughout this Agreement with the initial letter of each term in uppercase format, shall have the following meanings:

- (a) "**Affiliate**" shall mean any entity controlling Licensee, controlled by Licensee or under common control with Licensee.
- (b) "**Affiliate Usage Fee**" shall mean the fee to be paid for each Affiliate for the right for each Affiliate to use a Licensed Product if such right is desired. To "use" a Licensed Product shall mean to access Vertex Databases and/or Vertex Programs.
- (c) "**Anniversary Date**" shall mean, beginning with the day after the last day of the Initial Term, the date on which each annual Renewal Term begins.
- (d) "**Annual Renewal Fee**" shall mean the fee for each annual Renewal Term hereunder for Updates and Support.
- (e) "**Checks**" shall mean, for a payroll-tax product Data-Center License, the number of payroll checks processed annually by Licensee or Affiliates under a Data-Center License for employees of any entity other than Licensee or Affiliate.
- (f) "**Check Processing Fee**" shall mean, for a payroll-tax product Data-Center License, such fee shown on Schedule B. As consideration for payment by Licensee to Vertex of Data-Center License fees and Check Processing Fees, Licensee or Affiliate (for an Affiliate Usage Fee) may use such Licensed Product to process annually up to the number of Checks shown on Schedule A.
- (g) "**Client**" shall mean any single legal filing entity other than Licensee or Affiliate whose data Licensee or Affiliate is processing under a Data-Center License. The number of Clients shall be indicated on Schedule A.
- (h) "**Client Processing Fee**" shall mean such fee shown on Schedule B. As consideration for payment by Licensee to Vertex of Data-Center License fees and Client Processing Fees, Licensee and Affiliates (for payment of Affiliate Usage Fees) may use such Licensed Product to process the work of up to the number of Clients shown on Schedule A.
- (i) "**Connection**" shall mean a link between a non-Vertex software application and a Licensed Product.
- (j) "**Connection Fee**" shall mean such fee shown on Schedule B. As consideration for payment by Licensee to Vertex of Connection Fees, Licensee and Affiliates (for payment of Affiliate Usage Fees) may utilize the number of Connections shown on Schedule A.
- (k) "**Corporate License**" shall mean, for a non-payroll tax product, that Licensee has the right to use a Licensed Product to process Licensee's own work and the work of Affiliates for up to the number of annual Transactions shown on Schedule A for up to the value of annual Transaction Amounts shown on Schedule A. Corporate License shall mean, for a payroll-tax product, that Licensee has the right to use the payroll-tax Licensed Product to process Licensee's own work and the work of Affiliates for up to the number of Employees shown on Schedule A.
- (l) "**Data-Center License**" shall mean Licensee has the Corporate License rights shown above and the right to use a Licensed Product
 - i) to process the work of up to the number of Clients shown on Schedule A; and/or
 - ii) for payroll-tax products, to process annually up to the number of Checks shown on Schedule A, each for an additional fee shown on Schedule B.
- (m) "**Effective Date**" shall mean the date a Licensed Product is shipped to Licensee or made available electronically to Licensee.
- (n) "**Employee**" shall mean, for a payroll-tax product Corporate License, any person employed by Licensee or Affiliate whose pay is calculated by Licensee or Affiliate with the use of a Vertex payroll-tax product.
- (o) "**Initial License Fee**" shall mean the license fee for the right to use the Vertex Databases during the Initial Term and for the perpetual right to use the Vertex Programs, subject to the terms and conditions of this Agreement, and for Updates and Support during the Initial Term.
- (p) "**Initial Term**" shall mean the 12 (twelve)-month period beginning on the Effective Date.
- (q) "**Licensed Product**" shall mean Vertex Programs and Vertex Databases intended to be used together.
- (r) "**Renewal Term**" shall mean a 12 (twelve)-month period beginning on the Anniversary Date.
- (s) "**Schedule A**" shall mean the schedule attached hereto identified as Schedule A to this Agreement.
- (t) "**Schedule B**" shall mean the schedule attached hereto identified as Schedule B to this Agreement.
- (u) "**Support**" shall mean enhancements, maintenance, telephone support, email support and Internet support of the Vertex Programs
- (v) "**Training Fees**" shall mean the fees shown on Schedule B, if any, for training to be provided by Vertex to Licensee. Training must be taken within 12 (twelve) months of the invoice date for Training Fees.
- (w) "**Transaction**" shall mean a line item evaluated for tax by a Licensed Product.
- (x) "**Transaction Amount**" shall mean the amount of a Transaction before taxes.
- (y) "**Travel Fees**" shall mean reasonable travel expenses (transportation, lodging, meals) incurred by Vertex to provide Licensee training at Licensee's facilities that Licensee has authorized. Vertex shall provide receipts to Licensee for Travel Fees of \$25.00 or more.
- (z) "**Updates**" shall mean, as applicable, monthly updates to the Vertex Databases.

- (aa) **"Vertex Databases"** shall mean the databases shown on Schedule A and all Updates thereto compiled by Vertex for use with Vertex Programs.
- (bb) **"Vertex Programs"** shall mean the Vertex software programs shown on Schedule A and related documentation, including all versions, corrections, enhancements, improvements and derivatives thereof.

Section 2. Licenses for Use of a Licensed Product

- (a) Vertex hereby grants Licensee and Affiliates (for payment of Affiliate Usage Fees) a perpetual license to use the Vertex Programs as indicated on Schedule A and an annual license to use the related Vertex Databases in accordance with the terms of this Agreement. Licensee and Affiliates shall not use or reproduce a Licensed Product except as permitted in this Agreement. During each Renewal Term, Updates and Support shall be provided for an Annual Renewal Fee.
- (b) The licenses granted herein are in consideration of the payment of the fees set forth on Schedule B and are subject to the license usage terms set forth in this Agreement and on Schedules A and B.
- (c) The licenses granted herein are non-exclusive and non-transferable (except in accordance with Section 7 herein), and nothing contained herein shall be deemed to convey any title or ownership interest in a Licensed Product or in any intellectual property contained therein. Licensee and Affiliates shall not knowingly take any action which will adversely affect Vertex's proprietary rights in a Licensed Product, including, without limitation, Vertex's patent, copyright, trademark and trade secret rights.
- (d) Licensee and Affiliates may copy and use a Licensed Product as needed for Licensee's and Affiliates' backup, development, testing and disaster-recovery purposes and, at the Ship-To address on Schedule B, for Licensee's and Affiliates' production purposes in accordance with this Agreement, provided that Licensee and Affiliates reproduce all copyright notices and other proprietary notices, regardless of form, contained in or affixed on a Licensed Product. Licensee and Affiliates shall not reverse engineer, decompile or disassemble a Licensed Product or any part thereof.

Section 3. Fees

- (a) Vertex shall invoice Licensee at the Bill-To address on Schedule B for fees shown on Schedule B for the Initial Term after shipment or electronic availability of the Licensed Product and for Travel Fees, if any, after completion of training at Licensee's facilities. Vertex shall invoice Licensee at the Bill-To address on Schedule B for the then-current Annual Renewal Fee for each upcoming Renewal Term at least 30 (thirty) days before each Anniversary Date. Each annual Renewal Term shall commence on the Anniversary Date, subject to Vertex's receipt of Licensee's timely payment of such Invoice.
- (b) Notwithstanding the foregoing, if Vertex decides, in its sole discretion, to cease to generally license or maintain a Licensed Product, Vertex may elect not to issue new Updates for Vertex Databases for such Licensed Product, provided Vertex has given Licensee at least 12 (twelve)-months' written notice of such intention. Any such notice shall be effective at the end of the Renewal Term that follows the term in which such non-renewal notice is given, at which time Updates and Support shall cease.
- (c) Vertex shall ship the Licensed Product or make the Licensed Product available electronically to Licensee after Vertex's receipt of this Agreement containing the original signature and title of a representative of Licensee whose title indicates that individual is authorized by Licensee to sign this Agreement on Licensee's behalf.
- (d) Licensee shall advise Vertex promptly of any increase above that stated on Schedule A or Schedule B in the number of Checks, Clients, Connections, Employees, number of annual Transactions, value of annual Transaction Amounts and/or changes in other information of Licensee on Schedule A or Schedule B. If applicable, Vertex shall invoice Licensee after receipt of such notification for the corresponding amount due for the 12 (twelve)-month period following such notification.
- (e) Licensee shall keep records in sufficient detail and containing such information as is necessary to enable fees due Vertex hereunder to be calculated. On reasonable prior written notice, Vertex and/or an independent certified public accountant acting on Vertex's behalf that has been approved by Licensee shall have the right to audit such records no more than once in any 12 (twelve)-month period at Licensee's facilities at a time to be mutually agreed upon by the parties. Licensee shall have the right to require that an accountant acting on behalf of Vertex sign an appropriate confidentiality agreement. Vertex shall be solely liable for the cost of such audit, unless a shortfall of five percent (5%) or more of the fees due Vertex is found for any 12 (twelve)-month period, in which case, if the audit results cannot reasonably be disputed, Licensee shall pay for the audit. If requested by Vertex, and no more than once in any 12 (twelve)-month period, Licensee shall provide Vertex, with Vertex's assistance, with a report generated by a Licensed Product that shows the number of Checks, Clients, Connections, Employees or Transactions and/or the value of Transaction Amounts or other variable information related to the use of a Licensed Product for a given time period. Such information shall be used by Vertex solely for purposes of ensuring Licensee's compliance with the terms of this Agreement.
- (f) Vertex shall provide a replacement copy of the Vertex Programs and/or the Vertex Databases if Licensee loses or damages such and requests such replacement copy. Vertex shall invoice Licensee for the related media, shipping and handling costs.
- (g) Each Invoice hereunder shall be due in U.S. funds within 30 (thirty) days after its Invoice date. Vertex reserves the right to charge a late fee of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, on all amounts due hereunder which are not paid in full at the time provided above, and which are not, in good faith, being disputed. Vertex reserves the right to suspend any and all shipments of a Licensed Product and Updates and Support in the event amounts due Vertex from Licensee in accordance with this Agreement exceed 30 (thirty) days past due.

Section 4. Installation and Maintenance of a Licensed Product

- (a) Unless otherwise agreed upon in writing between the parties, Licensee or Affiliate shall be responsible for the installation of a Licensed Product; however, Vertex shall, at no additional charge to Licensee, give Licensee or Affiliate assistance by telephone in the installation of a Licensed Product. Vertex shall not be responsible for the incorrect implementation or the incorrect use of a Licensed Product by Licensee or Affiliate.
- (b) Upon receipt by Vertex of notification of a failure of the Vertex Programs to operate, in any material respect, in conformance with the then-current documentation for the Vertex Programs, Vertex shall, at no additional charge to Licensee, correct such failure or provide a workaround to the problem as soon as reasonably possible, unless Vertex reasonably deems such failure not to be material. Licensee or Affiliate shall provide written documentation of such failure if requested by Vertex.

- (c) Vertex shall, at no additional charge to Licensee, also provide telephone support to Licensee or Affiliate to answer general questions on the use and operation of a Licensed Product. Such telephone support shall be available Monday through Friday, exclusive of Vertex holidays, during the hours posted on Vertex's web site (www.vertexinc.com) via the support telephone number posted on Vertex's web site.
- (d) The obligation of Vertex herein to provide Support is conditioned upon Licensee or Affiliate using the then-current version of a Licensed Product in accordance with its documentation and as permitted herein and Licensee or Affiliate not making, or permitting a third party to make, any modification to a Licensed Product without the prior written approval of Vertex.
- (e) Vertex shall provide Updates and Support, accompanied by documentation which describes the nature of the Updates and Support and Instructions for Licensee or Affiliate on how to incorporate them into a Licensed Product. Licensee or Affiliate shall be responsible for incorporating such Updates and Support into a Licensed Product; however, Vertex shall, at no additional charge to Licensee, provide reasonable telephone and/or Internet assistance upon the request of Licensee or Affiliate.
- (f) Vertex shall make available to Licensee without charge, other than the Annual Renewal Fee, all enhancements, updates and upgrades to the Vertex Programs which Vertex makes available to other licensees without charge other than the Annual Renewal Fee.

Section 5. Taxes

Fees shown do not include any taxes. Where applicable, there shall be added to the fees shown any taxes on such fees, including, but not limited to, state and local sales, use or excise taxes, but excluding any taxes on Vertex's net income. Applicable taxes will be invoiced by Vertex to Licensee unless Licensee provides Vertex with a valid and applicable tax exemption certificate before such invoice is generated.

Section 6. Limited Warranty and Indemnity

- (a) Vertex warrants that it has full title to and/or the right to license each Licensed Product and that each Licensed Product does not infringe upon the copyright, trade secret or other intellectual property rights of any third party. Licensee shall promptly make Vertex aware of any such claim against Licensee or Affiliate by a third party. Vertex shall defend such claim and shall indemnify and hold Licensee and Affiliates harmless against any liability arising out of such claim. In no event shall Licensee or Affiliate attempt to settle such a claim without Vertex's prior written approval. Vertex is not presently aware of any such claim, but if such a claim is made and Vertex cannot reasonably either procure the right to have Licensee or Affiliate continue to use a Licensed Product or replace or modify a Licensed Product with a non-infringing Licensed Product of equivalent functionality, then either party may terminate the related licenses granted hereunder and Vertex shall refund to Licensee related fees paid by Licensee to Vertex in accordance with this Agreement during the then-current term.
- (b) Vertex further warrants that each Licensed Product has been tested by Vertex for viruses using standard industry practices and that no viruses were found, and that, during the term of this Agreement, each Licensed Product will conform, in all material respects, to the then-current documentation if properly used. Vertex shall promptly correct any material non-conformance in accordance with Section 4 herein. Licensee acknowledges that the information contained in each Licensed Product is derived from taxing authorities. Vertex warrants that it will have no undisclosed knowledge of any inaccuracies in a Licensed Product.
- (c) THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER IN RELATION TO A LICENSED PRODUCT OR THE PROVISION OF ANY SERVICES, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (d) In no event shall either party have any liability with respect to its obligations hereunder for consequential, exemplary, punitive or incidental damages, even if a party has been advised of the possibility of such damages. Except for matters arising out of Subsection 6(a), Vertex's sole liability in tort or contract shall not exceed the fees paid by Licensee to Vertex hereunder during the then-current term.

Section 7. Assignment

Licensee shall not assign this Agreement or a Licensed Product without Vertex's prior written consent. Such consent shall not be required if assignment is to an Affiliate or to an entity that is not a competitor of Vertex that acquires all of, or substantially all of, Licensee's business or to an entity that is not a competitor of Vertex whose business Licensee acquires all of, or substantially all of, provided that Licensee is not in breach of this Agreement and a Licensed Product is not moved to new hardware and Licensee promptly notifies Vertex in writing after such assignment. If Vertex assigns a Licensed Product or this Agreement, Vertex shall promptly notify Licensee in writing after such assignment. *A Licensed Product shall not be made the subject of any leasing arrangement.* Except as provided above, this Agreement shall be binding on, and inure to the benefit of, the heirs, successors and assigns of the parties to this Agreement.

Section 8. Confidentiality

Licensee shall take reasonable steps and security precautions to prevent the unauthorized disclosure of each Licensed Product and to maintain the confidentiality of each Licensed Product, but, in any event, not less than that it takes to protect its own proprietary information. If Licensee provides Vertex information that is marked "Confidential" or "Proprietary" or that a reasonable person would treat as confidential, Vertex shall take reasonable steps and security precautions to prevent the unauthorized disclosure of such information and to maintain the confidentiality of such information, but, in any event, not less than that it takes to protect its own proprietary information. Confidential information shall not include information which: (a) is or becomes public knowledge through no fault of the recipient; (b) was in the recipient's possession before receipt from the party providing such confidential information; (c) is rightfully received by the recipient from a third party without any duty of confidentiality; (d) is disclosed to a third party by the party providing the confidential information without a duty of confidentiality on the third party; (e) is independently developed by the recipient; (f) is disclosed under operation of law; or (g) is disclosed with the prior written approval of the party providing such confidential information.

Section 9. Termination

- (a) Either party shall have the right to terminate this Agreement and the licenses granted herein if a party fails to cure a material breach of this Agreement within 30 (thirty) days after receiving written notice of such breach from the other party. If Licensee terminates this Agreement or a license granted hereunder due to an uncured material breach by Vertex pursuant to the previous sentence, Vertex shall promptly refund to Licensee all related fees paid by Licensee hereunder for the then-current term. If Licensee acquires or is

- acquired by a competitor of Vertex, Vertex shall have the right to terminate this Agreement and refund Licensee any pre-paid unused fees remaining.
- (b) Within 30 (thirty) days following the date of termination of this Agreement in accordance with Subsection 9(a) of this Agreement, Licensee shall erase from all physical media any image or copies of each Licensed Product or return all copies of each Licensed Product to Vertex.
- (c) Licensee may elect not to renew a license for the Vertex Databases for a Licensed Product or to terminate this Agreement at any time by sending Vertex a written notice of its intention at any time, at which time Updates and Support shall cease. Licensee shall not be entitled to the return of any fees in the event it terminates this Agreement without an uncured material breach by Vertex.
- (d) Notwithstanding the termination of this Agreement for any reason, the terms of the following sections of this Agreement shall survive such termination: (i) Section 6: Limited Warranty and Indemnity; (ii) Section 8: Confidentiality; and (iii) Section 10: General Provisions.

Section 10. General Provisions

- (a) Vertex is a Pennsylvania corporation; therefore, this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. This choice of law is made to ensure uniform procedures and interpretations for all of Vertex's licensees, no matter where they may be located or where they may use a Licensed Product.
- (b) The parties shall use reasonable efforts, including, without limitation, face-to-face negotiations, to resolve any differences arising between them as a result of this Agreement prior to exercising their respective rights at law or equity. No action, regardless of form, arising out of this Agreement shall be brought more than two (2) years after the cause of action accrued.
- (c) Products provided under this Agreement may be subject to U.S. and other government export-control regulations. Licensee assures that it will comply with all applicable export laws and regulations related to the use, disclosure, export, or reexport of each Licensed Product.
- (d) The waiver or failure of a party to exercise any of its rights hereunder shall not be deemed a waiver of any future right in regard to the same matter or any other matter.
- (e) If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.
- (f) All notices required or permitted to be given hereunder by one party to the other shall be deemed given if sent by registered or certified mail, with proof of delivery, or by hand or courier, with proof of delivery. Notices shall be sent or delivered to the address set forth above for Vertex to the attention of "Contracts Administrator" and to the address indicated below for Licensee.
- (g) The headings of the Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- (h) Each party acknowledges that it has read and understands this Agreement and shall be bound by its terms. The parties further agree that this Agreement and Schedules A and B contain the entire understanding and agreement of the parties with respect to the matters contained herein, and supersede all prior proposals, understandings and agreements between the parties relating to the subject matter of this Agreement. There are no promises, covenants or undertakings contained in any other written or oral communication.

IN ORDER TO ALLOW AN ORIGINAL TO BE EASILY DISTINGUISHED FROM A COPY, PLEASE SIGN BELOW IN BLUE INK. PLEASE RETURN THE ORIGINAL-SIGNATURE VERSION OF THIS AGREEMENT TO:

Vertex Inc.
Attn: Contracts Administrator
1041 Old Cassatt Road
Berwyn, PA 19312

(The Licensed Product(s) will be shipped after the original signature version of this Agreement is received by Vertex.)

AGREED BY: Arlington County, VA Government
(Licensee's Full Company Name)

AGREED BY: Vertex Inc.

Christopher David
AUTHORIZED SIGNATURE

David DeStefano
AUTHORIZED SIGNATURE

Name: Christopher David

Name: David DeStefano

Title: Chief Technology Officer

Title: Chief Financial Officer

Date: 04/13/2005

Date: 8/10/2005

Address for Notices: (Check One. Ship-To Used if None Checked.)

Same as Ship-To Same as Bill-To
 Other: _____

ADDENDUM TO VERTEX INC. SOFTWARE LICENSE AGREEMENT
DATED THE 13th DAY OF April 2005
BETWEEN VERTEX INC. AND ARLINGTON COUNTY GOVERNMENT

Notwithstanding anything in the above Agreement to the contrary, this Addendum hereby amends the above Agreement as follows:

In the BACKGROUND section, the following is added to the end: "4. Only the terms of agreement herein, as applied to products with fees described in Schedule A and/or B, shall apply to Vertex and the Licensee of this Agreement."

In Subsection 1(m), "or made available electronically to Licensee" is changed to: "via a national courier".

In Subsection 3(a), the following is added to the end: "Renewal invoice amounts shall be at Vertex's then-standard renewal amounts, and increases in such amounts, if any, shall not exceed 10% (ten percent) over the prior year's amount, provided Licensee remains in the same pricing tier as the previous term."

In Subsection 3(e),
in the sixth line, "five percent (5%)" is changed to: "10% (ten percent)"; and
in the seventh line, "the audit" is changed to: "the audit, up to a maximum of \$1,600.00".

In Subsection 4(a), in the last line, "Affiliate" is changed to: "Affiliate, provided, however that Vertex has not given Licensee incorrect advice on how to implement or use a Licensed Product".

In Subsection 4(b), the following is added to the end: "Vertex may deem a failure not to be material only if such a decision is in good faith and in consultation with Licensee. Vertex shall use its best efforts to respond to all calls for Support from Licensee within three (3) business hours. Vertex shall, in good faith, use its best efforts to verify each reported failure as soon as reasonably possible and then Vertex and Licensee shall mutually agree upon a time period in which Vertex shall correct each such verified failure. If Licensee feels Vertex is not meeting its Support obligations hereunder, Licensee may contact Vertex's Manager of Customer Support to escalate any issue for resolution."

Please sign below in blue ink and return the original-signature version of this Addendum to Vertex.

AGREED BY: Arlington County Government


AUTHORIZED SIGNATURE

Name: Christopher David

Title: Chief Technology Officer

Date: 04/13/2005

AGREED BY: Vertex Inc


AUTHORIZED SIGNATURE

Name: David DeStefano

Title: Chief Financial Officer

Date: 04/10/2005

SCHEDULE A
TO VERTEX INC. SOFTWARE LICENSE AGREEMENT DATED 04/29¹³/2005

LICENSED PRODUCT(S)

Unless otherwise noted, a Corporate License is granted

<u>Product Name</u>	<u># of Affiliates Licensed to Use</u>	<u># of Connections</u>	<u># of Employees</u>
Vertex® Payroll Tax Q Series™	Zero (0) (Up to)	Not Applicable (Up to)	5000 (Up to)

SCHEDULE B TO VERTEX INC. SOFTWARE LICENSE AGREEMENT

Hardware on which Vertex Products will be installed:
Vendor Oracle Corporation

* ANNUAL RENEWAL FEE TO BE INVOICED AT ANNIVERSARY DATE.

This offer is valid if the Vertex Inc. Software License Agreement and this Schedule B are both signed by Licensee on or before 27- JAN- 2005.

IN ORDER TO ALLOW AN ORIGINAL TO BE EASILY DISTINGUISHED FROM A COPY, PLEASE SIGN BELOW IN BLUE INK. PLEASE RETURN THE ORIGINAL SIGNATURE VERSION OF THIS SCHEDULE B TO VERTEX.

AGREED BY: Arlington County Government
Christopher David
AUTHORIZED SIGNATURE

Name: Christopher David
Title: Chief Technology Officer
Date: 4/13/05

AGREED BY: Vertex Inc.
David DeStefano
AUTHORIZED SIGNATURE

Name: David DeStefano
Title: Chief Financial Officer
Date: 8/10/05

If your fees are exempt from sales tax charged by Vertex, please provide a valid and applicable exemption certificate/direct pay permit with the submission of the signed contract.

Software License Agreement between Arlington County Government
and Vertex, Inc. dated as of March 3, 2020
("2020 Agreement")

Whereas Vertex, Inc. ("Vertex") previously licensed to Arlington County Government ("Licensee") certain Licensed Products pursuant to Vertex, Inc.'s Software License Agreement dated April 13, 2005 with Licensee ("Base Agreement", attached as Exhibit 1);

Whereas Vertex and Licensee desire to enter into the 2020 Agreement; and to have the 2020 Agreement contain the same terms and conditions as the Base Agreement;

Now, therefore, in consideration of the foregoing, and the mutual promises and covenants contained herein, Vertex and Licensee hereby agree as follows:

The 2020 Agreement hereby incorporates by reference all of the terms and conditions of the Base Agreement attached hereto as Exhibit 1, which is incorporated by reference herein, and constitutes a new and separate agreement between Vertex and Licensee.

Capitalized terms defined the Exhibit hereto shall have the same meaning when used throughout the 2020 Agreement unless otherwise stated. Licensee, as evidenced by its execution of the 2020 Agreement, will be liable for all obligations hereunder and will be entitled to the benefits hereof. Vertex reserves all rights not expressly granted pursuant to the 2020 Agreement in regards to the Licensed Products licensed hereunder.

Vertex hereby grants Licensee software licenses for the Licensed Products in accordance with the 2020 Agreement.

AGREED BY: Arlington County Government

DocuSigned by:
Nekeshi Hector
SIGNATURE (By signing, signer agrees signer is duly authorized to sign this document on behalf of Licensee.)

Name: Nekeshi Hector
Title: BUYER
Date: 4/23/2020

AGREED BY: Vertex, Inc.

DocuSigned by:
Lisa Butler
SIGNATURE (By signing, signer agrees signer is duly authorized to sign this document on behalf of Vertex.)

Name: Lisa Butler
Title: CAO
Date: 3/24/2020