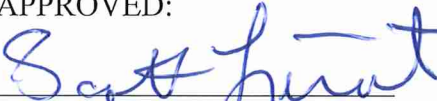
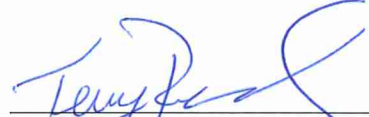
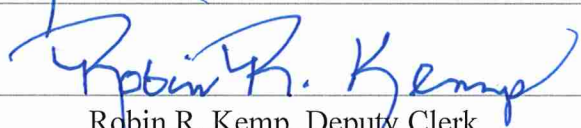


Description	Williams County Commissioners' Regular Session #22	
Date	March 31, 2026	
Time	Speaker	Note
9:41:38 AM	SL	Happy to bring the meeting to order. We would like to begin with the Pledge
9:41:56 AM	Roll Call	TR: Yes; BW: Present; SL: Here; Quorum is met.
9:42:07 AM	Resolution 169	Approving Minutes from March 26, 2026; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:42:59 AM	Resolution 170	Approve Agenda as Amended or Presented; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:43:35 AM	Resolution 171	Approving Payment of Bills; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:44:09 AM	Resolution 172	Supplemental Appropriation(s); BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:44:50 AM	Discussion	TR: The big transfer in there, the three hundred and some thousand. I can't remember what it was. VH: The Auditor's office mistakenly closed a purchase order that was paying for the general fund share of the court's new software. TR: It was new software, that's what it was. I remember reading it and then I read the description, but the PO got, and then you had to re-do and undo. VH: We had to start over because it wouldn't allow us, or couldn't figure out how to go back and re-open a closed PO and so we just had to start over. TR: Okay. BW: The very first one. Courtview.
9:45:15 AM	Resolution 173	Rescinding Resolution 26-0153; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:46:22 AM	Discussion	SL: Actually, they are sitting on a \$4,000 credit for us. AR: It was a wash. So, that was an addition, that was a deduction, that was an addition and both of those equaled. SL: So, we had two additions? AR: Yep. SL: I didn't see that there was two additions. So, the deduction was for the southeast corner. They originally said that they had to tear off all of the siding clear back to the columns, but when they dug into that corner, they realized that there's solid structure there so they didn't have to go back in. So, all that facing and that block and everything. I don't see what the other one is. BW: It is one of those things that you don't know until you get into it what you are getting into.
9:46:56 AM	Resolution 174	Entering into an Agreement between Williams County and ISSG, Inc. for Real Estate Property Tax System Software; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:47:38 AM	Discussion	VH: We will budget all of that for next year. BW: Okay. SL: And then it will be every from there on, right? VH: Mm hmm. BW: Once again, technology is expensive. It doesn't go away; we just get more of it. SL: It's not all new expense because we're currently paying 75 or 79,000? BW: Correct.

9:48:17 AM	Resolution 175	Entering into an Agreement for Technical Assistance between Board of County Commissioners of Williams County and Maumee Valley Planning Organization for Grant No 25NR-1DA-25CDBG; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:48:40 AM	Discussion	BW: I was just trying to see what the difference was between this and the next one. AR: Different grant numbers. BW: Yeah, and one's critical infrastructure and the other one's general. SL: Vond, do you know what the number is for our capital improvement fund? VH: 4001 is the fund number. SL: Annex? VH: Yeah, well, I said that fast. Let me double check. It might just be 4000. SL: I think you're right. VH: It's either 4000 or 4001.
9:49:24 AM	Resolution 176	Entering into an Agreement for Technical Assistance between Board of County Commissioners of Williams County and Maumee Valley Planning Organization for Grant No 25CI-1DA-24CDBG-22; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:49:51 AM	Discussion	VH: It is fund 4000. BW: That's the capital improvement fund? SL: What's in it? VH: 1,226,353.64. SL: Where's the money coming from that we would advance, or on the checks? VH: So, we had money in there to start with that we had pre-paid in prior years in anticipation of the project. SL: Right. So, where are the, have the checks been coming out of that? VH: Yes. SL: It was 1.4 then, or what did it start at? VH: It started at 1.6. SL: Okay. BW: I was gonna say (inaudible) 1.5. SL: That makes me feel better. I didn't think we had that much in there. TR: So, we actually have an account called 4005 that says it's for the East Annex. Never mind. That's the North Annex. And the East Annex has zero in it and it's like why is there a zero in there? I was on the wrong annex. Must be we set up a special account when the East Annex was started because they wanted to track that project and this one, we're just keeping all in that account number 4000.
9:50:59 AM	Resolution 177	Entering into a Retainer Agreement between Stimpson & Associates, P.C. and Williams County; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried. SL: Is that an initial up there or what is that? AR: You sign in actually two spots. That was actually on their agreement so if you can sign on that little tiny line.
9:52:23 AM	Discussion	VH: We are going to need to open a PO for this. TR: Okay.
9:52:26 AM	Resolution 178	Authorizing the Filing of Application for H2Ohio Funding; BW: Motion; TR: Second; Roll Call: TR: Yes; BW: Yes; SL: Yes; Motion Carried.
9:53:05 AM	Discussion	SL: What's that for? For who? AR: That H2Ohio funding that he was talking about for Bona Vesta. SL: Oh, he is going to go ahead and try to apply for it? AR: He doesn't think we will get it for this time around, but it at least puts us on the radar then. TR: While we're on that subject, I sent you guys a text or an email about Tom Saul. I talked to him about possibly somebody going to his, their meeting just to get a gauge on what the township would like to do and how they want to partner with this. And their meeting is? Did you have that printed

		out Anne? AR: It's on your desk. TR: It's on my desk. Well, that's a mistake. Their meeting is April 14th at 6:30 p.m. SL: I don't have a problem going to that. AR: It should be on your calendars already. BW: I will be out. TR: And Todd's on that too, correct? AR: He was invited, yeah. TR: He was invited to that just to. TR: So, Scott, thank you for doing that. SL: Does he know how much it's gonna cost or what he's asking for, or are we just going to go in there? I'll probably talk to Todd before that day, huh? TR: Probably meeting before the meeting with you and Todd wouldn't be a bad thing. I still think he needs \$25,000 seed money. If they put in 12,500 and we put in 12,500 as a gift that would get them started. And then they would have a fund to pull out of for some, and that's not going to be the big engineering and all of that stuff. But it would at least get them a little bit of a start. But, back to Todd's gotta give us a number on what he's thinking it's gonna take to do this. SL: At some point and time we have to discuss whether we're gonna expect the people that's gonna be benefitted to pulling anything up too. TR: I don't think they're gonna need to. I think it is going to be all state funded. SL: Well, it sounds to me like they need 25,000 to start with. TR: Well, you're not going to go out and assess them for 25,000. It's just such a little dollar amount that, if you're taking and spend more than 25,000 just trying to do the paperwork to get the assessment done. I guess it was my job to move it forward. I forgot. (Laughter). Scott stared at me and it didn't work.
9:54:50 AM	Also Signed	Dog Warden Weekly Report for the week of March 23 rd . SL: I was just looking to see if she was staring at me. (Laughter).
9:55:14 AM	AR	That's all I have.
9:55:22 AM	SL	We are going to be adjourned then, huh?
9:55:25 AM	ADJOURNED	SL: Well, we stand Adjourned.
WILLIAMS COUNTY COMMISSIONERS		
APPROVED:		
  		
Scott A. Lirot, President Bartley E. Westfall, Vice-President Terry N. Rummel, Member		
ATTEST:		
 		
Anne M. Retcher, Clerk Robin R. Kemp, Deputy Clerk		

RESOLUTION 26-0169

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 31, 2026

In the Matter of:
Approving Minutes from Regular Session

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

THEREFORE, BE IT RESOLVED, that after review, the Williams County Commissioners hereby approve the minutes of Regular Session(s) held on March 26, 2026; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, <u>yes</u>	WILLIAMS COUNTY COMMISSIONERS <u>Scott Lirot</u> President of the Board of Commissioner
Mr. Bartley E. Westfall, <u>yes</u>	<u>Terry Rummel</u> Vice-Pres of the Board of Commissioners
Mr. Terry N. Rummel, <u>yes</u>	<u>Terry Rummel</u> Member of the Board of Commissioners

RESOLUTION 26-0170

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 31, 2026

In the Matter of:
Approve Agenda as Amended or Presented

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, Commission Staff, to the best of its ability, has prepared the agenda for the day, and

WHEREAS, the Board of County Commissioners has reviewed said agenda and find it to be satisfactory as presented or as officially amended on the record in open session; therefore

BE IT RESOLVED, that the Board of Williams County Commissioners hereby approves the agenda as amended or presented for today's date; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0171

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 31, 2026

In the Matter of:
Approving Payment of Bills

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, the Williams County Auditor certifies that the money for the credit of the bills listed on the Disbursement List is in the Treasury for the credit of the Funds from which they are to be paid, and is not appropriated for any other purpose; therefore

BE IT RESOLVED, that the Board of Williams County Commissioners hereby approve the payment of bills as submitted; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0172

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 31, 2026

In the Matter of
Supplemental Appropriation(s)

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

BE IT RESOLVED, by the Board of Williams County Commissioners that we hereby approve Vickie L. Grimm, Williams County Auditor to create new lines and make supplemental appropriation(s) from and to the following funds:

Department: Williams County Commissioners

From: 1001	Unappropriated	\$357,997.86
To: 1001-40-168-505030	Bldg-Grnd Capital Asset-Comp & Software	\$357,997.86
<i>Reason: Appropriate funds for Equivant - Courtview Software.</i>		
<i>(Previously PO was inadvertantly closed by Auditor's Office)</i>		

From: 1001	Unappropriated	\$5,000.00
To: 1001-40-160506075	Comm Legal & Professional	\$5,000.00
<i>Reason: For JFS – funds necessary for outside counsel</i>		

Department: Williams County Department of Aging

From: 2073-45-202-505050	Capital Assets-Vehicles	\$1,395.60
To: 2073-45-202-509000	Other Expense	\$240.00
To: 2073-45-202-506000	Contract Services	\$1,125.00
To: 2073-45-202-506640	Utilities-Water, Sewer, garbage	\$30.60
<i>Reason: To cover new employees BCI/FBI checks and physicals; cover increase</i>		

Department: Williams County Hillside Country Living

From: 5018-55-260-502700	Hill Travel Lodging Meals	\$500.00
To: 5018-56-260-506301	Hill Seminars & Training Expenses	\$500.00
<i>Reason: OHCA Conference</i>		
From: 5018	Unappropriated	\$500.00
To: 5018-58-260-503000	Hill Supplies-Other	\$500.00
<i>Reason: Memorial Items for Residents</i>		

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry N. Rummel
Member of the Board of Commissioners

RESOLUTION 26-0173

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 31, 2026

In the Matter of
Rescinding Resolution 26-0153

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, the Board of Williams County Commissioners on March 17, 2026, passed Resolution 26-0153 Approving Change Order #1 at a cost of \$4,550.00; and it was filed for record in Vol 165, Page 225-233;

WHEREAS, upon further review from Commissioner Lirot it was discovered that there was a credit issued on this change order, so there was no increase to the original contract for Project 8-2025; and

WHEREAS, the Board of Williams County Commissioners hereby finds it necessary to rescind said Resolution; therefore

BE IT RESOLVED by the Board of Williams County Commissioners that we do hereby approve rescinding Resolution 26-0153; and

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Rummel
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

VOL 165 PAGE 307

RESOLUTION 26-0174

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 26, 2026

In the Matter of
Entering Into an Agreement

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, on March 5, 2026 the Williams County Auditor, Vickie Grimm and Williams County Treasurer, Kellie Gray met with the Board of Williams County Commissioners to review and discuss a potential new software;

WHEREAS, on March 26, 2026 an Agreement was submitted to the Board of Commissioners between ISSG, Inc. and Williams County on behalf of Williams County Auditor for Real Estate Property Tax System Software at a cost not to exceed \$159,000 (60% from 1001-40-168-506100 \$95,400 and 40% from 2031-40-122-506100 \$63,600) for a term of August 1, 2027 – July 31, 2028; and

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Agreement as set forth above and attached hereto; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

	WILLIAMS COUNTY COMMISSIONERS
Mr. Scott A. Lirot, <u>yes</u>	<u>Scott Lirot</u> President of the Board of Commissioners
Mr. Bartley E. Westfall, <u>yes</u>	<u>Bartley Westfall</u> Vice-Pres of the Board of Commissioners
Mr. Terry N. Rummel, <u>yes</u>	<u>Terry Rummel</u> Member of the Board of Commissioners

VOL 165 PAGE 308

COVER SHEET – OVERVIEW AND CONTENTS

Overview. This is a Master Services Agreement under which Customer may obtain one or more subscriptions to ISSG Software as a Service and obtain Professional Services through one or more Orders.

Orders. Each Order is part of the Agreement, and will specify the Fees, Subscription Term for the SaaS Subscriptions and/or Professional Services, and certain other Key Terms applicable to the Order. This Agreement does not, in and of itself, represent a commitment by Customer to order any products or services from ISSG. For the Agreement to become effective, an Order must be signed by an authorized representative of each Party.

Precedence. In the event of any conflict among the various parts of this Agreement, the specific Key Terms outlined in an Order take precedence over all other parts of this Agreement. Any Supplemental Terms such as product-specific terms, addenda, or amendments, take precedence over the General Terms with respect to the services ordered. The General Terms of this Agreement govern all aspects of the relationship between the Parties.

This Agreement references and fully incorporates the following documents and the term “Agreement” in any of these documents refers collectively to the documents listed in Table 1.

TITLE	PAGES
COVER SHEET – OVERVIEW AND CONTENTS	1
MASTER SERVICES AGREEMENT - GENERAL TERMS	8
ATTACHMENT 1 - ORDER FORM AND KEY TERMS	2
ATTACHMENT 2 - STANDARD MAINTENANCE AND SUPPORT	5
ATTACHMENT 3 - SERVICE LEVEL AGREEMENT	1

Table 1 - Master Services Agreement Components

MASTER SERVICES AGREEMENT - GENERAL TERMS

This Master Services Agreement ("Agreement") is entered into by and between ISSG, Inc. ("ISSG") and Customer and consists of these General Terms, the applicable Supplemental Terms and SLAs, and any additional terms ISSG presents when an Order is placed. This Agreement is effective as of the last signature date of an Order ("Effective Date"). As used in this Agreement, "Party" means either ISSG or Customer, as appropriate, and "Parties" means both ISSG and Customer.

By entering into this Agreement through an Order, you agree to follow and be bound by the terms and conditions as set out below. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, including supplements and addenda (if any) incorporated by reference herein. In such event, "Customer" as used in this Agreement will refer to such entity.

1. OVERVIEW AND RIGHT TO USE

- 1.1. Overview. This Agreement is a master agreement under which Customer may obtain one or more subscriptions to ISSG Software as a Service ("SaaS Subscription") and obtain Professional Services applicable to such SaaS Subscriptions from ISSG, as specifically set out in one or more Orders. The capitalized terms in this Agreement are defined in Section 12 (Definitions) or otherwise defined in the body of this Agreement.
- 1.2. Orders. (i) Each Order is subject to this Agreement. (ii) An Order will be a part of this Agreement as if fully included within its body and will set forth the Fees, Subscription Term for the SaaS Subscriptions and/or Professional Services, and certain other Key Terms applicable to such SaaS Subscriptions and Professional Services. (iii) Absent the execution of an Order, this Agreement does not, in and of itself, represent a commitment by Customer to order any products or services from ISSG. (iv) To become effective, an Order must be signed by an authorized representative of each Party.
- 1.3. Precedence. In the event of any inconsistency, conflict, or ambiguity among the various parts of this Agreement, the following order of precedence shall apply: (i) Order Key Terms: The specific key terms and conditions outlined in any Order shall take precedence over all other parts of this Agreement with respect to the SaaS Subscriptions and Professional Services to which they pertain. (ii) Supplemental Terms: Any Supplemental Terms, including but not limited to Product-Specific Terms, addenda, or amendments, shall take precedence over the General Terms with respect to the products or services to which they pertain. (iii) General Terms: The General Terms of this Agreement shall govern all other aspects of the relationship between the Parties and apply except where explicitly superseded by the Order Key Terms or Supplemental Terms as described in this Section.
- 1.4. Right to Use. Subject to Customer's compliance with this Agreement, including the timely payment of all applicable Fees, ISSG hereby grants to Customer a limited, non-perpetual, non-exclusive, revocable, non-transferable Right to Use the SaaS Subscription together with the Documentation generally provided with it during the Subscription Term described in each Order, solely for Customer's internal use and business purposes and subject to the Documentation (the "Right to Use"). Customer acknowledges that this Agreement is a services agreement and ISSG will not be delivering copies of software to Customer as part of the SaaS Subscription. With respect to any software that is distributed or provided to Customer for use on Customer premises or devices, ISSG hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such software during the Subscription Term only.

2. SERVICES AND SUPPORT

- 2.1. Availability of Purchased Services. ISSG will make the SaaS Subscription(s) and applicable Professional Services (the "Purchased Services") available to Customer pursuant to this Agreement.
- 2.2. Maintenance and Support. ISSG will provide Standard Maintenance and Support for the SaaS Subscription(s) as set forth in the Standard Maintenance and Support Description at no additional charge.

- 2.3. Service Level. ISSG will use commercially reasonable efforts to make the Purchased Service(s) available pursuant to the Service Levels set forth in the applicable Service Level Agreement for the Purchased Service(s). The SLA sets forth Customer's sole remedies for availability of the Purchased Services, including any failure to meet any guarantee.
- 2.4. Professional Services. ISSG will provide to Customer the Professional Services identified in the applicable Order(s). Nothing in this Agreement shall be construed to limit ISSG's ability to provide similar Professional Services to other customers. Professional Services provided by ISSG are considered a derivative work of ISSG and do not constitute "work for hire".

3. RESTRICTIONS AND RESPONSIBILITIES

- 3.1. Unauthorized Use. Customer shall not, and shall not permit anyone to: (i) make the Purchased Services available to any person other than authorized persons, (ii) use or access the Purchased Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iii) modify or create derivative works based upon the Purchased Services or Documentation, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Purchased Services or Documentation, (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Purchased Services, except and only to the extent such activity is expressly permitted by applicable law, or (vi) access the Purchased Services or use the Documentation in order to build a similar product or competitive product. Customer shall notify ISSG immediately of any unauthorized use of Purchased Services or suspected breach of security.
- 3.2. Assistance. Customer shall provide commercially reasonable information and assistance to ISSG to enable ISSG to deliver the Purchased Services. Upon request from ISSG, Customer shall promptly deliver Customer Content to ISSG in an electronic file format specified and accessible by ISSG. Customer acknowledges that ISSG's ability to deliver the Purchased Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.

4. CONFIDENTIALITY

- 4.1. Definition. "Confidential Information" means: (i) any information disclosed, directly or indirectly, by one Party ("Disclosing Party") to the other Party ("Receiving Party") pursuant to this Agreement that is designated as "confidential", or in some other manner to indicate its confidential nature; and (ii) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure or by the nature of the information itself. Without limiting the foregoing, the terms (but not the existence) of this Agreement are the Confidential Information of ISSG. However, Confidential Information does not include any information which: (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (b) was already in the Receiving Party's possession at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (c) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure; or (d) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.
- 4.2. Limited Use; Protection. Neither Party shall use the Confidential Information of the other Party for any purpose except to exercise its rights and fulfil its obligations under this Agreement. Neither Party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other Party, except to employees or contractors of the Receiving Party with a need to know, or to its advisors, or prospective investors or purchasers, each subject to an obligation of confidentiality. Each Party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other Party and will take at least those measures that it takes to protect its own most highly categorized confidential information.
- 4.3. Compelled Disclosure. If a Receiving Party is compelled by law or a court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party will, where permitted by law, promptly notify the Disclosing Party in writing and will, where permitted by law, reasonably cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy at the Disclosing

Party's expense. If disclosure is required, the Receiving Party will furnish only that portion of Confidential Information that is legally required and will exercise reasonable efforts to obtain assurance that it will receive confidential treatment.

- 4.4. Exceptions. Nothing in Section 4 (Confidentiality) of the Agreement shall be construed to limit the rights or obligations of the Parties under Ohio law as it relates to Public Records including, without limitation, Section 149.43 of the Ohio Revised Code.

5. PROPRIETARY RIGHTS

- 5.1. License from Customer. Subject to the terms and conditions of this Agreement, Customer shall grant to ISSG a limited, non-exclusive, and non-transferable license, to copy, store, configure, perform, display, and transmit Customer Content solely as necessary to provide the Purchased Services to Customer.
- 5.2. Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. ISSG or its licensors retain all ownership and intellectual property rights to the Purchased Services, Software, and anything developed and delivered under this Agreement.
- 5.3. Suggestions. ISSG shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any suggestions, enhancement requests, recommendation or other feedback provided by Customer relating to the operation of the Purchased Services.

6. INVOICING AND PAYMENT

- 6.1. Subscriptions. SaaS Subscriptions are purchased for the Subscription Term stated in the applicable Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ISSG regarding future functionality or features.
- 6.2. Renewals. Unless otherwise specified in the applicable Order, SaaS Subscriptions will renew at ISSG's current fee for the SaaS Subscription at the time of the renewal, not the fee from the expired or expiring Subscription Term.
- 6.3. Use Limitations. SaaS Subscriptions may be subject to Use Limitations as specified in the applicable Order. If Customer exceeds a contractual Use Limitation, ISSG may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding ISSG's efforts, Customer is unable or unwilling to abide by a contractual Use Limitation, Customer will execute an additional Order to increase the Use Limitation of the applicable SaaS Subscription promptly upon ISSG's request, and/or pay any invoice for excess usage.
- 6.4. Invoices and Payment. ISSG shall invoice Customer for all Purchased Services according to the applicable Order. Customer shall pay all undisputed invoices within 30 days of receipt of the invoice. Except as expressly provided otherwise in this Agreement, fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to ISSG in United States Dollars.
- 6.5. Expenses. Customer will reimburse ISSG for its reasonable, out-of-pocket travel and related expenses incurred in performing the Professional Services (if any). ISSG shall notify Customer prior to incurring any such expense. ISSG shall comply with Customer's travel and expense policy if made available to ISSG prior to the required travel.
- 6.6. Taxes. ISSG's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If ISSG has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, ISSG will invoice Customer and Customer will pay that amount unless Customer provides ISSG with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer shall not be liable for taxes based on ISSG's net income, capital, or corporate franchise.

7. TERM AND TERMINATION

- 7.1. Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue for the longer of one year or until all Subscription Periods have ended without renewal.

- 7.2. Subscription Term. The term of each subscription shall be as specified in the applicable Order. Except as otherwise specified in an Order, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 90 days before the end of the relevant subscription term. Customer's failure to provide written notice within the 90-day period will not obligate Customer to renew. In such event, Customer acknowledges that lack of timely notification will affect ISSG's ability to fulfil its obligations under Section 7.7 (Effect of Termination).
- 7.3. Trial Period. As specified on the applicable Order, Customer may have the right to terminate an order for a SaaS Subscription under this Agreement for any reason or no reason for a period of thirty (30) days from the Subscription Start Date; provided that Customer provides ISSG written notice of termination of the order within such thirty (30) day period. This right pertains only to the initial Subscription Term, and not to any subsequent renewal Subscription Term.
- 7.4. Termination. Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured, or a plan developed to cure, within thirty (30) days after receipt of written notice of such breach. Parties shall have such additional time as may be reasonably required to cure such breach so long as the party commences to cure such breach within such thirty-day period and thereafter prosecutes such cure to completion.
- 7.5. Suspension for Non-Payment. ISSG reserves the right to suspend delivery of the Purchased Services if Customer fails to timely pay any undisputed amounts due to ISSG under this Agreement, but only after ISSG notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of Purchased Services shall not release Customer of its payment obligations under this Agreement. Customer agrees that ISSG shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Purchased Services resulting from Customer's nonpayment.
- 7.6. Suspension for Ongoing Harm. ISSG reserves the right to suspend delivery of the Purchased Services if ISSG reasonably concludes that Customer or a User's use of the Purchased Services is causing immediate and ongoing harm to ISSG or others. In the extraordinary case that ISSG must suspend delivery of the Purchased Services, ISSG shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. ISSG shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Purchased Services.
- 7.7. Effect of Termination. Upon termination of this Agreement or expiration of the Subscription Term, ISSG shall immediately cease providing the Purchased Services and all usage rights granted under this Agreement shall terminate. If ISSG terminates this Agreement due to a breach by Customer, then Customer shall immediately pay to ISSG all amounts then due under this Agreement and to become due during the remaining term of this Agreement, but for such termination. If Customer terminates this Agreement due to a breach by ISSG, then ISSG shall immediately repay to Customer all pre-paid amounts for any unperformed Services scheduled to be delivered after the termination date. Upon termination of this Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.
- 8. WARRANTY AND DISCLAIMER**
- 8.1. Mutual. Each party represents and warrants to the other that: (i) it has the legal power and authority to enter into this Agreement; (ii) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its origin; (iii) it will comply with all Applicable Laws in performing its obligations or exercising its rights in this Agreement.
- 8.2. From ISSG. ISSG represents and warrants that: (i) ISSG will maintain all licenses, permits and other permissions necessary to provide the SaaS Services; (ii) ISSG will provide the Purchased Services in a professional manner consistent with general industry standards and that the Purchased Services will perform substantially in accordance with the Documentation; (iii) ISSG will not materially decrease the

general functionality of the Purchased Services during a Subscription Term. For any breach of a warranty, Customer's exclusive remedy shall be as provided in Section 7 (Term and Termination).

- 8.3. From Customer. Customer represents and warrants that it, all Users, and anyone submitting Customer Content each have and will continue to have all rights necessary to submit or make available Customer Content to the Purchased Services and to allow the use of Customer Content as described in the Agreement.
- 8.4. Disclaimer. Except as expressly set forth in this Agreement, the Purchased Services are provided 'as-is' without representation or warranty of any kind, whether express, implied, or statutory. ISSG hereby disclaims any and all implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising from conduct or course of dealing. Without limiting its obligations under Section 2 (Services and Support), ISSG does not warrant that the Purchased Services will be error-free or will work without interruptions, and Customer relies on the Purchased Services at Customer's own risk. Customer is solely responsible for its business operations and for the Customer operation of Purchased Services. Customer acknowledges its responsibility for the activities of Customer or Customer's Users. Customer acknowledges that ISSG exercises no control over the content of the information provided, transmitted, or stored by Customer or its Users through the Purchased Services. Customer acknowledges that ISSG is not responsible for the data management and security practices of third parties related to the sharing of Customer Data with a third party as instructed by the Customer.
- 8.5. Non-ISSG Products and Services. Third parties may make available products or services intended to interoperate, or claimed to interoperate with ISSG SaaS Subscriptions. Any acquisition or use by Customer of such products or services, and any exchange of data between Customer and any Non-ISSG provider, product or service is solely between Customer and the applicable non-ISSG provider. ISSG does not warrant or support Non-ISSG Products or Services, unless expressly provided otherwise in an Order or the Documentation for a Purchased Service. ISSG is not responsible for any disclosure, modification or deletion of Customer Content resulting from use of such Non-ISSG Product or Service or by its provider.
- 8.6. Integration with Non-ISSG Products and Services. The Purchased Services may contain features designed to interoperate with Non-ISSG Products and Services. ISSG cannot guarantee the continued availability of such features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-ISSG Product or Service ceases to make the Non-ISSG Product or Service available for interoperation with the corresponding Purchased Service in a manner acceptable to ISSG.

9. INDEMNIFICATION

- 9.1. Indemnification by ISSG. If a third party makes a claim against Customer that a Purchased Services infringes any patent, copyright or trademark, or misappropriates any trade secret, ISSG shall defend Customer and its directors, officers and employees against the claim at ISSG's expense and ISSG shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by ISSG, to the extent arising from the claim. ISSG shall have no liability for any claim based on: (i) the Customer Content, (ii) modification of the Purchased Services not authorized by ISSG, or (iii) use of the Purchased Services other than in accordance with the Documentation and this Agreement. ISSG may, at its sole option and expense, procure for Customer the right to continue use of the Purchased Services, modify the Purchased Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount prepaid by Customer with respect to the undelivered Subscription Term following the termination date.
- 9.2. Conditions for Indemnification. A party seeking indemnification under this section shall (i) promptly notify the other party of the claim, (ii) give the other party sole control of the defense and settlement of the claim, and (iii) provide, at the other party's expense for out-of-pocket expenses, the assistance, information, and authority reasonably requested by the other party in the defense and settlement of the claim.

- 9.3. Compliance with Ohio Law. Nothing in this Section 9 shall be construed to require Customer to indemnify ISSG or to impose liability limitations prohibited by Section 9.27 of the Ohio Revised Code. To the extent any provision in this Agreement conflicts with Section 9.27, such provision is void ab initio, and the Agreement remains enforceable to the extent consistent with Ohio law.

10. LIMITATIONS OF LIABILITY

- 10.1. NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF ISSG) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. Compliance with Ohio Law. Notwithstanding any provision in this Agreement, the limitations of liability in this Section 10 do not apply to, and shall not be construed to limit, Customer's ability to recover for losses caused by ISSG's negligence, intentional or willful misconduct, or other tortious conduct. Any conflicting provision is void ab initio in accordance with Section 9.27 of the Ohio Revised Code.

11. MISCELLANEOUS

- 11.1. Non-Exclusive Service. Customer acknowledges that Purchased Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict ISSG's ability to provide the Purchased Services or other technology, including any features or functionality first developed for Customer, to other parties.
- 11.2. Assignment. Neither party may assign this Agreement or any right under this Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this Agreement to an acquirer of all or substantially all of the business of such party to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that such party shall not be relieved of any obligation under this Agreement.
- 11.3. Notices. Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile or electronic mail, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at either the physical or electronic mail address set forth in this Agreement.
- 11.4. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
- 11.5. Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. The failure of a party to enforce a term or to exercise an option or right in this Agreement will not constitute a waiver by that party of the term, option, or right.
- 11.6. Severability. If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.
- 11.7. Amendment and Modification. This Agreement may be subject to amendments or modifications as follows: (i) The Parties may execute additional Orders for services at any time, which shall be incorporated by reference into and become part of this Agreement upon execution; (ii) ISSG reserves the right to update this Agreement during any Subscription Term to reflect changes in laws, regulations, or the enhancement of services provided. Such updates shall not result in Material Adverse Changes affecting the parties'

rights, obligations, or the overall utility of the Purchased Services during the then current Subscription Term; (iii) Customer will be notified at least 60 days in advance of any changes to the Agreement taking effect; (iv) Material Adverse Changes will not be implemented during the then current Subscription Term, but will become effective upon the renewal of a Subscription or the execution of a subsequent Order; (v) Customers may be required to accept revised or additional terms when placing a new Order; (vi) Customers' continued use of the Purchased Services through renewal or upon the execution of a subsequent Order, signifies Customer's acceptance of any and all changes, including Material Adverse Changes, made to the Agreement. Should Customer disagree with any changes made to the Agreement, they must discontinue the use of the Purchased Services by the end of the then current Subscription Term.

- 11.8. Entire Agreement. This Agreement supersedes all previous oral and written communications by the parties concerning the subject matter of this Agreement.
- 11.9. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
- 11.10. Publicity. ISSG may include Customer's name and logo in its customer lists and on its website. Upon signing, ISSG may issue a high-level press release announcing the relationship and how Customer will use the Purchased Services. ISSG shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.
- 11.11. Independent Contractor. The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.
- 11.12. Statistical Information. ISSG may anonymously compile statistical information related to the performance of the Purchased Services for purposes of improving the Purchased Services, provided that such information does not identify Customer's Data or include Customer's name.
- 11.13. Governing Law. This Agreement shall be governed by the laws of the State of Ohio, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 11.14. Dispute Resolution. Customer's satisfaction is an important objective to ISSG in performance of this Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.
- 11.15. Signatures. This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart.

12. DEFINITIONS

- 12.1. Agreement: The contract between ISSG and the Customer encompassing these General Terms, Orders, and any other supplementary documents and amendments agreed upon by both parties.
- 12.2. Applicable Laws: The laws, rules, regulations, court orders, and other binding requirements of a relevant government authority that apply to or govern ISSG or Customer.
- 12.3. Customer Content: Any data, information, materials, or content provided, uploaded, or submitted by the Customer to ISSG for the purpose of utilizing the Purchased Services.
- 12.4. Documentation: The official user guides, online help files, training materials, and Customer requirement artifacts detailing the configuration, use and operation of the Purchased Services.

ISSG MASTER SERVICES AGREEMENT

- 12.5. Effective Date: The date on which this Agreement becomes legally binding, typically the date on which it is signed by the last party.
- 12.6. Material Adverse Changes: Significant modifications to the agreed terms that could negatively affect Customer's use of the Purchased Services or ISSG's ability to deliver those services under the then-current Subscription Term. Material Adverse Changes are distinguished from other amendments or modifications by their potential to detrimentally affect the parties' rights, obligations, or the overall utility of the services. The intent is to ensure that any modifications made to the terms of the Agreement do not unexpectedly compromise the Customer's operational functionality or the agreed-upon service level during an active Subscription Term.
- 12.7. Order: A formal request by the Customer for ISSG's services or products, detailing the specific services or products to be provided, their quantities, and key terms.
- 12.8. Professional Services: Specialized services provided by ISSG, which may include services related to implementation, training, consulting, custom development, and other expert services related to the Purchased Services.
- 12.9. Purchased Services: The combination of SaaS Subscriptions and any Professional Services procured for a non-zero fee by the Customer from ISSG as outlined in an Order.
- 12.10. SaaS Subscription (Subscription): Software as a Service, a subscription-based service provided by ISSG, granting the Customer access to specific features and capabilities provided by ISSG over the internet.
- 12.11. Statement of Services: A detailed document outlining the specific scope of work, deliverables, or timelines related to the Professional Services provided under an Order.
- 12.12. Subscription Term: The period during which the Customer is entitled to access and use the SaaS Subscriptions, as specified in the relevant Order.
- 12.13. Trial Period: A limited period during which the Customer can use the Purchased Services on a trial basis and may be subject to specific terms and conditions.
- 12.14. Use Limitations: Restrictions or conditions that may be set forth by ISSG on the consumption of resources related to the Purchased Services.

ORDER FORM – KEY TERMS AND FEE SCHEDULE

This Order is part of the Master Services Agreement ("Agreement") entered into by and between ISSG, Inc. ("ISSG"), an Ohio corporation with its principal place of business at 1664 E State Route 73 Waynesville OH 45068, and Williams County ("Customer") with its principal place of business at One Courthouse Square Bryan, OH 43506, and is effective upon signature by both Parties. ISSG and Customer agree that the terms of the Agreement will apply to the Purchased Service(s) identified within this Order. In the event of a conflict between the Key Terms specified in this Order and the General Terms, the Key Terms on this Order Form shall prevail.

KEY TERMS

1. **SaaS Subscriptions:** The Order includes one or more of the following SaaS Subscriptions (as selected):
 - a. ☒ Property Tax System ("PTS") and Standard Maintenance and Support
 - b. ☒ Treasurer's Website and Standard Maintenance and Support
 - c. ☒ Auditor's Website and Standard Maintenance and Support
2. **Professional Services:** The Order includes one or more of the following Professional Services (as selected):
 - a. ☒ Data Cleansing/Conversion
 - b. ☒ Initial User Training
 - c. ☐ Additional User Training
 - d. ☐ Consulting, Requirements & Integration
3. **Use Limitations:** If selected, the SaaS Subscriptions in this Order are subject to the following Use Limitations. If at any time during the Subscription Term the Customer exceeds the specified Use Limitations, Customer and ISSG agree to execute a follow-on Order for Increased Use Limitations at the then current ISSG rate/fee for Increased Use Limitations:
 - a. ☐ Use Limitations _____.
4. **Subscription Start Date:** The SaaS Subscription will begin on **August 1st, 2027.**
 - a. ☒ Subscription Start Date is planned and subject to change.
5. **Subscription Term:** The Subscription Term begins on the Subscription Start Date and continues for one (1) year thereafter, at which point either:
 - a. ☒ The Subscription Term SHALL automatically renew for successive one (1) year periods at the renewal rate/fee specified in this Order, unless either party delivers written notice of non-renewal to the other party at least 90 days prior to the expiration of the then-current Subscription Term.
 - b. ☐ The Subscription Term SHALL NOT automatically renew for successive one (1) year periods. Customer may elect in writing to exercise their option to renew a Subscription for either (a) the renewal rate/fee for the SaaS Subscription as (and if) specified in this Order, or (b) the then current ISSG rate/fee for the SaaS Subscription.
6. **Order Value:** The total value of this Order is **\$159,000.00**. The Order Value includes all fees for SaaS Subscription(s) and/or Professional Services as selected on this Order. The Order Value does not include fees for Renewal Subscription Terms, Professional Services charged on a Time and Materials basis, or expenses incurred in the delivery of ordered Professional Services. Upon execution of this Order, ISSG shall issue an invoice in accordance with the terms of this Agreement.
 - a. ☐ Order Value includes taxes.
7. **Invoicing and Payment:** Payment is due 30 days from Customer receipt of invoice, which will be sent:
 - a. ☒ Annually, on Subscription Start Date or Subscription Renewal Date (as applicable).
 - b. ☐ Monthly, on the ____ day of the month.

FEE SCHEDULE

SaaS Subscription Schedule			
SaaS Subscription	Term	Fee	Annual Renewal Fee
PTS	1 Year	\$159,000.00	Prior year plus 4%
Treasurer's Website	1 Year	\$0.00	-
Auditor's Website	1 Year	\$0.00	-

Professional Services Schedule		
Professional Service	Qty/Term	Fee
Data Cleansing/Conversion	1	\$0.00
Initial User Training	1	\$0.00
Additional User Training	0	-
Consulting; Requirements & Integration	0	-

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

ISSG

By: Aaron Fortener
 Name: Aaron Fortener
 Title: Vice President
 Date: 3/24/2026

Customer

By: Vickie L. Grimm
 Name: Vickie L. Grimm
 Title: Williams County Auditor
 Date: 03/24/26

By: Scott A. Lirot
 Name: Scott A. Lirot
 Title: Commissioner - President
 Date: 3-31-26

By: Bartley E. Westfall
 Name: Bartley E. Westfall
 Title: Commissioner - Vice President
 Date: 3-31-26

By: Terry N. Rummel
 Name: Terry N. Rummel
 Title: Commissioner - Member
 Date: 3-31-26

STANDARD MAINTENANCE AND SUPPORT

Capitalized terms not defined herein will have the meanings given in the Agreement between ISSG and Customer. ISSG may modify these Terms to reflect new features or changing practices, provided such modifications will not materially affect ISSG's obligations during the Subscription Term. In the event of Material Adverse Changes, such changes will not apply during the Subscription Term but will take effect upon renewal. All other changes will apply when they are published.

1. SUPPORT SERVICES

- 1.1. Standard Support. During the Subscription Term for Covered Services, ISSG will provide Customer access to ISSG Customer Support channels to answer Customer questions and provide guidance pertaining to the operation of the Covered Services, and to identify and correct Problems with the Covered Services to bring such Covered Services into substantial conformity with the Documentation. ISSG will provide Customer access to a ticketing system and will manage the Ticket process as described in Section 3.1 (Tickets). ISSG will use commercially reasonable efforts to meet the Response and Resolution Goals identified in Section 3.2 (Response and Resolution Goals).
- 1.2. Maintenance. During the Subscription Term for Covered Services, ISSG will provide all corrections, updates, enhancements, and other changes that ISSG, at its sole discretion, makes or adds to the Covered Services and which ISSG generally makes available to all other Subscribers of the Covered Services. Maintenance will be provided as available and may include, without limitation, bug fixes, security updates, new features, and enhancements to existing features. ISSG will use commercially reasonable efforts to minimize Customer downtime and will schedule maintenance outside of Customer's normal business operating hours. ISSG will provide Customer with access to Release Notes pertaining to the maintenance performed.
- 1.3. Backup and Disaster Recovery. During the Subscription Term for Covered Services, ISSG will ensure periodic backups of Customer Data to facilitate Disaster Recovery. Additional information pertaining to Backup and Disaster Recovery is contained in the ISSG Security Policy for Covered Services.

2. ACCESSING SUPPORT

- 2.1. Help Guide. An online "Help Guide" is available within the Covered Service, which can be accessed by clicking the "?" icon as an Authenticated User within the Covered Service.
- 2.2. Support Requests. Users may submit Support Requests by clicking "Support" in the "Help Guide" or by emailing help@issgweb.com. Users can also contact the ISSG Customer Support helpdesk by calling 937-746-1808. Use of these channels will result in the creation of a Ticket in the ISSG ticketing system to facilitate the timely delivery of support services. Customer Support is available during Business Hours (9am-5pm EST, Monday through Friday, except holidays).

3. REQUEST MANAGEMENT

- 3.1. Tickets. The ISSG ticketing system is monitored during Business Hours. Upon receipt of a Support Request, ISSG will a) Assign a support agent to the request; b) Analyze the request and attempt to reproduce the reported Problem; c) Engage with Customer as needed to clarify the request; d) Disposition the request type and severity as identified in Appendix Tables 1 and 2 herein; and e) Use commercially reasonable efforts to meet the Response and Resolution Goals identified in Section 3.2 (Response and Resolution Goals).
- 3.2. Response and Resolution Goals. Response and Resolution goals for Covered Services are provided in Appendix Table 3 and do not pertain to enhancements or Feature Requests. Where an enhancement of the Covered Services has been identified as desirable with respect to Customer's use of the Covered Services, ISSG will scope and track the Feature Request internally. ISSG will work with Customer to understand Customer's relative priority for these enhancements to align its product development roadmap with customer needs. ISSG makes no commitment to deliver any enhancement or Feature Request, or to deliver such enhancements on any schedule.

4. CUSTOMER RESPONSIBILITIES

- 4.1. Support Channels. Customer shall make exclusive use of the Support Channels identified in these Terms. Customer acknowledges that ISSG has no obligation to provide support for requests or communication that originate or are conducted outside of the Support Channels established herein.
- 4.2. Assistance. Customer shall provide reasonable assistance to ISSG support personnel throughout the lifecycle of Customer's Support Request. Assistance shall include, without limitation, timely response to feedback, questions, requests for information, suggestions, or workarounds provided by ISSG personnel.
- 4.3. Information. Customer shall ensure that Support Requests contain adequate information to enable the effective analysis, disposition, and resolution of Customer's Support Requests. Customer shall provide such information, without limitation, as complete descriptions of the problem or service being requested, including Business Impact; identifiers for applicable entities/records; and steps to re-create the problem, such as report parameters. Customer acknowledges that the ISSG's ability to effectively support Customer is contingent upon Customer providing adequate supporting information in the request.
- 4.4. Exclusive Use. Notwithstanding the exclusions set forth in these Terms, Customer shall not use ISSG Customer Support to obtain support, knowledge, information, or services not related to the Covered Services. Customer shall not permit its affiliates, partners, vendors, or any other associated entity to use ISSG Customer Support for any purpose not provided for in Section 1.1 (Standard Support), including, but not limited to obtaining support for third-party services or solutions.

5. EXCLUSIONS

- 5.1. Inappropriate Use. Nothing in these Terms shall be construed to obligate ISSG to provide support for a) other than the Covered Services, or b) any purpose other than to bring such Covered Services into substantial conformity with the Documentation.
- 5.2. Third-party Products. Except as indicated in the Documentation, Order, or Statement of Services, support for third-party software, services, or solutions, including, without limitation, support for interoperability with or between ISSG Covered Services, are explicitly excluded from the scope of Standard Maintenance and Support.
- 5.3. Professional Services. The following activities (without limitation) are excluded from Standard Maintenance and Support: Feature Requests or Enhancements, Customizations, Configuration, Data Conversion or Data Entry, Implementation, Integration with Customer's own hardware or software operating environment, Training, On-site support, or any activity set forth in the Master Services Agreement that is deemed a Professional Service.
- 5.4. Free Services. Standard Maintenance and Support is provided with a paid subscription to Purchased Services for the duration of the Subscription Term and is not applicable to Free Services that ISSG may provide to Customer.

6. DEFINITIONS

- 6.1. **"Business Impact"** means the effect or consequence that an Incident, Problem, or Defect in the Covered Services has on the Customer's business operations. This includes, but is not limited to, loss of productivity; disruption of business activities; and the degree to which business processes are compromised. Business Impact is typically classified in terms of severity, such as urgent, high, medium, or low, based on factors like the extent of service disruption, number of users affected, and duration of the issue.
- 6.2. **"Covered Services"** means the specific Purchased Services provided to the Customer under the Agreement and as specified on an Order which are covered by these Terms. Covered Services exclude Professional Services and Free Services.
- 6.3. **"Defect"** means a flaw or imperfection in the Covered Services that prevents the service from functioning as documented or intended. A Defect may manifest in various forms, including errors or inconsistencies in behavior that negatively affect the usability, performance, reliability, or stability of the service.
- 6.4. **"Feature Request"** means a request or suggestion made by Customer for new features, capabilities, or enhancements to the Covered Service(s) that are not part of the existing feature set.

- 6.5. **"Fix"** means a repair or update provided by ISSG to resolve a reported Problem in the Covered Services, intended to restore the service to its documented functionality.
- 6.6. **"Incident"** means an event that is not part of the standard operation of the Covered Services and that causes, or may cause, an interruption to, or a reduction in, the quality of those services.
- 6.7. **"Problem"** means an issue or concern reported by the Customer regarding the operation, functionality, or performance of the Covered Services as experienced in their specific environment or use case. This term encompasses a range of user-reported observations or difficulties, which may include perceived malfunctions, usability challenges, or discrepancies between expected and actual behavior of the service. A Problem may not necessarily indicate a defect in the Covered Services but represents the Customer's need for assistance or clarification.
- 6.8. **"Provided Information"** means any data, details, documentation, or other information provided by the Customer to ISSG in relation to a Support Request.
- 6.9. **"Release Notes"** means the official documentation provided by ISSG accompanying each maintenance release of the Covered Services, detailing the fixes, enhancements, and/or features included in that release, as well as any known issues or limitations.
- 6.10. **"Resolution"** means the action or set of actions taken by ISSG to resolve an Incident or Problem, which may include fixes, workarounds, or providing information or advice on how to avoid or deal with the cause of the Incident or Problem.
- 6.11. **"Response"** means the initial reply or acknowledgment by ISSG to a Support Request, indicating receipt of the request.
- 6.12. **"Support Channels"** means the methods provided to Customer by ISSG for the Customer to obtain support for Covered Services under the Agreement.
- 6.13. **"Support Request"** or **"Ticket"** means a formal request for assistance or service made by the Customer through Support Channels to ISSG's support team, typically logged in ISSG's ticketing system, concerning an Incident, Problem, or any other support related to the Covered Services.
- 6.14. **"Workaround"** means a temporary solution or method to bypass a Problem in the Covered Services, intended to minimize the impact on the Customer until a permanent Fix can be provided.

APPENDIX

Request Type	Characteristics
Question	A type of support request wherein the Customer seeks information, clarification, or guidance regarding the functionalities, usage, or aspects of the Covered Services. This category encompasses inquiries ranging from operational know-how and best practices to advice on specific features or processes. Additionally, requests for new features or enhancements to the existing service, known as Feature Requests, are also classified under this category. These queries highlight the customer's need for insights or suggestions to optimize their use of the service.
Incident	An event that is not part of the standard operation of the Covered Services affecting availability or usability of the service and that causes, or may cause, an interruption to, or a reduction in, the quality of those services.
Problem	An issue or concern reported by the Customer regarding the operation, functionality, or performance of the Covered Services as experienced in their specific environment or use case. This term encompasses a range of user-reported observations or difficulties, which may include perceived malfunctions, usability challenges, or discrepancies between expected and actual behavior of the service. A Problem may not necessarily indicate a defect in the Covered Services but represents the Customer's need for assistance or clarification.
Task	Refers to a service request initiated by the Customer for specific operational assistance or actions that, although executable by the Customer, are requested to be performed by ISSG. This includes, but is not limited to, activities such as bulk updates to data, enabling modifications to previously locked data periods, and similar tasks. Such requests are typically made to leverage ISSG's expertise, efficiency, or resources for the expedient and accurate execution of these operations.

Table 1 - Ticket Classification

Problem Severity	Characteristics
Low	Refers to minor issues that have minimal impact on the normal operation of the Covered Services and do not significantly impede the Customer's use. These are often cosmetic issues or minor bugs that do not affect functionality, such as minor user interface glitches. Resolution can be deferred without causing significant inconvenience to the Customer.
Normal	Applies to standard issues that affect some aspects of the Covered Services but do not significantly disrupt critical operations or business processes. These problems may include non-critical functionality issues, performance degradation, or intermittent disruptions. While resolution is needed, there is no immediate impact on essential service functionality.
High	Indicates a significant problem that affects key aspects of the Covered Services and impedes the Customer's ability to perform important functions. This level is used for issues that severely limit the use of major functionalities but do not completely halt critical operations. Prompt attention is required to resolve these issues, as they can lead to increased impact over time.
Urgent	Reserved for critical issues where the Covered Services are down or unusable, causing a complete halt to the Customer's critical business operations. This level is also used for security breaches or data loss scenarios. Immediate action is required to resolve these issues due to their significant impact on the Customer's business continuity and operations.

Table 2 - Problem Severity

ISSG MASTER SERVICES AGREEMENT

APPENDIX

Problem Severity	Response Goal	Resolution Goal
Low	48 Business Hours	Resolve within 10 business days or in the next scheduled maintenance update, as these issues typically do not require immediate action.
Normal	24 Business Hours	Resolve within 5 business days. Resolution time may vary based on the complexity of the issue.
High	4 Business Hours	Resolve within 2 business days. If a complete resolution is not possible within this timeframe, a Workaround may be provided to mitigate the Business Impact.
Urgent	1 Business Hour	Resolve within 24 hours. Due to the critical nature of these issues, immediate attention and continuous effort until resolution are required.

Table 3 - Response and Resolution Goals

SERVICE LEVEL AGREEMENT

ISSG may modify this SLA to reflect new features or changing practices, provided such modifications will not materially affect Customer's entitlement during the Subscription Term. In the event of Material Adverse Changes, such changes will not apply during the Subscription Term but will take effect upon renewal. All other changes will apply when they are published.

The applicable SaaS Subscription(s) will achieve System Availability (as defined below) of at least 99% during each calendar year of the Subscription Term. "System Availability" means the number of minutes in a year that the key components of the subscribed service ("Service") are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) Force Majeure events as defined in the Master Services Agreement), (c) malicious attacks on the system, (d) issues associated with the Customer's computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Customer or any User. ISSG reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice and ISSG reserves the right to change its maintenance window upon prior notice to Customer.

If ISSG fails to meet System Availability in the year, upon written request by Customer within 30 days after the end of the year, ISSG will issue a credit in Customer's next invoice in an amount equal to 1% of the yearly fee for the affected Service for each 1% loss of System Availability below stated SLA per Service, up to a maximum of the Customer's fee for the affected Services. If the yearly fee has been paid in advance, then at Customer's election ISSG shall provide a credit to Customer to be used for term extension or renewal. The remedy stated in this paragraph is Customer's sole and exclusive remedy for interruption of Services and ISSG's failure to meet System Availability.

SIGNATURE PAGE

Agreement Title: ISSG REAL ESTATE PROPERTY TAX SOFTWARE

WILLIAMS COUNTY PROSECUTOR

This Agreement is approved as to form, with deletion of any indemnity clauses and attorney fee provisions in accordance with Ohio Attorney General Opinions 99-049 and 2005-007.



Katherine J. Zartman, Williams County Prosecutor

3/24/26

Date

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Williams County, hereby certifies that the amount required to meet this contract has been lawfully appropriated for such purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.



Vickie Grimm, Williams County Auditor

03/24/26

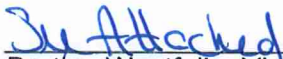
Date

WILLIAMS COUNTY COMMISSIONERS



Scott Lirot – President

Date



Bartley Westfall – Vice President

Date



Terry Rummel - Member

Date

RESOLUTION 26-0175

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 31, 2026

In the Matter of
Entering into an Agreement for Technical Assistance

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, Maumee Valley Planning Organization submitted to the Williams County Commissioners an Agreement for Technical between the Board of County Commissioners, Williams County and Maumee Valley Planning Organization for assistance in administration of funds available under the Small Cities Community Development Block Grant, specifically the County's PY25 Community Development Block Grant Program Grant Number 25NR-1DA-25CDBG; Term: from execution of agreement and through final performance report; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Agreement as set forth above and further explained in said contract; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

	WILLIAMS COUNTY COMMISSIONERS
Mr. Scott A. Lirot, <u>yes</u>	<u>Scott Lirot</u> President of the Board of Commissioners
Mr. Bartley E. Westfall, <u>yes</u>	<u>Bartley E. Westfall</u> Vice-Pres of the Board of Commissioners
Mr. Terry N. Rummel, <u>yes</u>	<u>Terry N. Rummel</u> Member of the Board of Commissioners

RESOLUTION 26-0176

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 31, 2026

In the Matter of
Entering into an Agreement for Technical Assistance

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, Maumee Valley Planning Organization submitted to the Williams County Commissioners an Agreement between the Board of County Commissioners, Williams County and Maumee Valley Planning Organization for assistance in administration of funds available under the Small Cities Community Development Block Grant, specifically the County's PY25 Community Development Block Grant Critical Program Grant Number 25CI-1DA-24CDBG-22; Term: from execution of agreement and through final performance report; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Agreement as set forth above and further explained in said contract; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley Westfall
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

RESOLUTION 26-0177

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 31, 2026

In the Matter of
Entering into a Retianer Agreement

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, the Williams County Prosecutor submitted a letter and Retianer Agreement from Michigan attorney David Stimpson between the Stimpson & Associates P.C. and Williams County on behalf of Williams County Children's Services to represent Williams County JFS on a specified case at a cost as laid out in the attached, let it be noted it is not to exceed the total annual compensation of the County Prosecutor pursuant to the Ohio Revised Code 305.14 and 309.09 (C); therefore

BE IT RESOLVED, by the Board of Williams County Commissioners we do hereby approve the Agreement as set forth above and further explained in agreement; therefore

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

Bartley E. Westfall
Vice-Pres of the Board of Commissioners

Terry N. Rummel
Member of the Board of Commissioners

RESOLUTION 26-0178

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
March 31, 2026

In the Matter of
Authorize the filing application

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Scott A. Lirot, Yes Bartley E. Westfall, Yes Terry N. Rummel, Yes

Commissioner Westfall moved adoption of the following resolution:

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for water quality improvement projects, through the H2Ohio Wetland Grant Program; and

WHEREAS, the Williams County desires H2Ohio funding; therefore

BE IT RESOLVED, by the Board of Williams County Commissioners as follows:

1. That the Board of Williams County Commissioners approves filing an application for H2Ohio Funding.
2. That the Williams County Engineer is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding.
3. That the Board of Williams County Commissioners does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and condition of the Ohio River Basin H2Ohio Wetland Grant Program.

BE IT FURTHER RESOLVED, that it is further found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Commissioner Rummel seconded the motion.

The vote upon adoption resulted as follows:

Mr. Scott A. Lirot, yes

Mr. Bartley E. Westfall, yes

Mr. Terry N. Rummel, yes

WILLIAMS COUNTY COMMISSIONERS

Scott Lirot
President of the Board of Commissioners

[Signature]
Vice-Pres of the Board of Commissioners

Terry Rummel
Member of the Board of Commissioners

Attest:

I, Anne Retcher, Clerk for the Board of Williams County Commissioners, hereby certify, that the foregoing is a true and correct copy of Resolution 26-00178 that was adopted on March 31, 2026.

[Signature]
Clerk, Anne Retcher