

## PIGGYBACK AGREEMENT

Contract Details			
Master Contract Number ("Master Contract")	1807	Piggyback Contract Number	00000523.0

**This Piggyback Agreement** (hereinafter referred to as this "Piggyback Agreement", including its Exhibits A, B, C, D, E, and F attached hereto is binding as of the date executed by the last of the parties named below:

**BETWEEN:** ImageTrend, Inc., a Minnesota corporation (hereinafter "ImageTrend")

**AND:** Board of Commissioners of Lowndes County (hereinafter "Client")

The Client and ImageTrend mutually agree with this Piggyback Agreement to establish a contractual relationship between Board of Commissioners of Lowndes County and ImageTrend, Inc. based on the terms first established between Georgia State Fire Marshal's Office ("System Administrator") and ImageTrend in that certain Software License Agreement (Contract No: 1807), dated March 17, 2015, and its Amendments 1, 2, and 3 (the "Master Contract"). For the avoidance of doubt the Client does not have any contract or agreement with the Georgia State Fire Marshall or his Office relating to the subject of this Piggyback Agreement or the Master Contract.

**Purpose.** The purpose of this Piggyback Agreement is to procure the following items as outlined below in the Price Sheet attached as Exhibit A hereto. The good delivery date or service period(s) will begin on the date of the last signature hereto ("the Effective Date").

**Master Agreement Incorporated by Reference.** The body of the Master Contract (e.g. excluding its attachments and exhibits; but including Amendments 1, 2, and 3 to the Master Contract) is hereby incorporated by reference as the terms for this Piggyback Agreement; provided, however, that Exhibit C (Additional Nondisclosure Requirements) and Exhibit D (Insurance Certificate) to the Master Contract shall not be excluded and shall remain through incorporation as Exhibit C and Exhibit D to this Piggyback Agreement. Except as otherwise set forth in this Agreement, the attachments and exhibits to this Piggyback Agreement replace the exhibits and attachments of the Master Contract, for purposes of this Piggyback Agreement. Where the System Administrator's name appears in the Master Contract, for purposes of this Piggyback Agreement, all instances are replaced with the Client's name as detailed in this Agreement. This Piggyback Agreement and its attachments and exhibits, and the incorporated body of the Master Contract as detailed in this section, form the complete Agreement between the Parties related to the topics herein. For the avoidance of doubt the Client does not have any contract or agreement with the Georgia State Fire Marshall or his Office relating to the subject of this Piggyback Agreement or the Master Contract.

**System Administrator's Rights.** To the degree this Piggyback Agreement is made with Client to use the functionality of or make decisions regarding the modification, disposition, operation, usage, or non-usage of software systems provided by ImageTrend to System Administrator pursuant to the Master Contract, Client's rights are subordinate to those of the parties to the Master Contract. To the degree Client's requests to ImageTrend require modification of such software systems or otherwise adversely impact the parties' rights under the Master Contract, Client must seek and obtain written permission from the System Administrator. Should System Administrator deny this permission, ImageTrend may rightfully withhold performance under this Agreement to the extent it is not permitted by System Administrator, or not permitted by law or regulation in ImageTrend's sole interpretation. CLIENT is advised ImageTrend is a Business Associate and/or under data confidentiality provisions to the System Administrator and has