

Blount County Property - Trepp -
Customer_Order_Form_BC comments 11722a_fr Trepp
BC comments 11822_Redline_ver14and14.pdf

Versions: 14 and 14

Inna Goldenberg

11-08-2022

2:14 PM America/New York

Customer Order Form

1. Customer Details.

a. User Information <ul style="list-style-type: none"> Customer: Blount County Government Contact Name: Todd Orr Address 1: 351 Court Street Maryville, TN 37803 Email: torr@blounttn.org Telephone: (865) 803-6385 	b. Billing Information <input checked="" type="checkbox"/> (same as User Information) <ul style="list-style-type: none"> Customer Contact Name Address 1 Email Telephone
---	--

2. Authorized Department.

Property Assessor Blount County TN

3. Service Details.

Subscriptions		
	Service # of Users (if applicable)	Add-On Seat Rate (if applicable)
1	TreppLoan - all commercial appraisers (Unlimited number) Portfolio Analytics - all commercial appraisers (Unlimited number)	N/A

Monthly Rates

Stub Year - \$1,800.00
Year 1 - \$1,800.00
Year 2 - \$1,854
Year 3 - \$1,909.62

4. Permitted Use (if applicable).

5. Term

- a. **Commencement Date:** December 1, 2022
- b. **Initial Period:** 43 months, with "Stub Year" referencing the seven (7) months period beginning on the Commencement Date; with "Year 1" referencing the twelve (12) months period beginning on July 1, 2023; with "Year 2" referencing the twelve (12) months period beginning on July 1, 2024; with "Year 3" referencing the twelve (12) months period beginning on July 1, 2025.

6. Additional Terms/Delivery/Usage Details (if applicable):

All Property Types - TN only

Without limiting the foregoing, by affixing their signatures below and intending to be bound, the duly authorized representatives of Trepp and Customer indicate their agreement to the terms and conditions of this Agreement, and specifically agree that the Standard Terms and Conditions and Terms of Use are incorporated herein by reference and that each are bound by the terms and provisions in this Customer Order Form, the Standard Terms and Conditions, and the Terms of Use.

This Customer Order Form, the Standard Terms and Conditions and the Terms of Use on <https://www.trepp.com/terms-of-use> and/or <https://www.trepp.com/trepp-default-model-terms-of-use> form the Agreement between Trepp and Customer, and supersedes all prior oral or written understanding between the parties and constitutes the entire agreement with respect to the subject matter in this Customer Order Form.

TREPP

Trepp, Inc.

CUSTOMER

Blount County Government

Signature:

Print Name:

Title:

Signature:

Print Name:

Title:

Standard Terms and Conditions

1. Definitions

- 1.1. "Agreement" means collectively this Standard Terms and Conditions, the Customer Order Form and the Terms of Use.
- 1.2. "Authorized Department" means the department, business unit or division of Customer described on the Customer Order Form, provided in the event the "Authorized Department" is not completed on the Customer Order Form, then it is understood that all departments, business units and divisions of Customer are collectively to be referenced as the Authorized Department.
- 1.3. "Commencement Date" means the date of commencement of the subscription to the Service set out on the Customer Order Form.
- 1.4. "Customer" means the customer whose name appears on the Customer Order Form.
- 1.5. "Customer Order Form" means the order form to subscribe to the Service attached herein and incorporated herein.
- 1.6. "Data Feed" means any Service that is data and information compiled by Trepp from one or more sources, and associated documentation of file formats and data elements, provided in bulk in an electronic format, including but not limited to Trepp Cash Flows, TreppCMBS Data Feed™, TreppCLO® Data Feed, Trepp Bank Navigator Data Feed™, Trepp-ALLR® CRE Data Feed, Trepp-ALLR® C&I Data Feed, LifeComps Index and Trepp Pricing Service.
- 1.7. "Derived Data" means any data, models, software or other information that is created in whole or in part from the data or information provided in or through the Service.
- 1.8. "Designated Users" means the specific employees of Customer within the Authorized Department who are authorized to access the Service.
- 1.9. "Service" means the Service(s) described on the Customer Order Form.
- 1.10. "Standard Terms and Conditions" means these *terms* and conditions.
- 1.11. "Terms of Use" means the terms of use set forth on <http://www.trepp.com/terms-of-use> and/or <http://www.trepp.com/trepp-default-model-terms-of-use> in effect as of the Commencement Date, as may be updated from time to time. All references in such Terms of Use to the "Trepp Website" or the "Website" shall be deemed to include the Service and all references to "you" in such Terms of Use mean Customer and its Designated Users.
- 1.12. "Trepp" means Trepp, Inc., and its successors and assigns.

2. Term and Termination

- 2.1. This Agreement shall commence on the Commencement Date and shall continue in full force for an initial period set out on the Customer Order Form (the "Initial Period"), and will automatically renew thereafter for successive one (1) year periods, each a "Renewal Period" and collectively with the Initial Period, the "Term", unless either party gives the other party written notice of termination at least three (3) months prior to the end of the Initial Period or the then-current Renewal Period. Customer acknowledges that Customer shall not receive notice of a renewal cancellation date and expressly waives the application of New York General Obligation Law section 5-903, and any similar laws.
 - 2.1.1. Notwithstanding Section 2.1 of the Original Standard Terms and Conditions, if and only if Customer fails to secure funds for the

payment of its obligations hereunder for any fiscal year, this Agreement shall be terminated as of the last date of the then current twelve (12) months period from the Commencement Date (or first (1st), second (2d) or third (3d) anniversary of the Commencement Date) or the then current Renewal Period, provided that (a) Customer shall have provided a thirty (30) days' prior written notice of such termination, (b) Trepp is under no obligation to effect such termination unless and until notice thereof is received, and (c) Customer's obligation to pay any and all fees due and payable prior to any such termination shall survive such termination.,

- 2.2. Trepp may increase the fees for the Service and the Add-On Seat Rate (defined below) after the Initial Period or after any Renewal Period provided that Trepp has given Customer written notice of such increase at least four (4) months prior to the end of the Initial Period or applicable Renewal Period; provided that in the event Trepp does not provide any such notice, the fees for the Service and the Add-On Seat Rate after the Initial Period or after any Renewal Period shall automatically increase by the 5%.
- 2.3. Trepp may terminate this Agreement immediately on written notice if Customer fails to make any payment due under this Agreement within ten (10) days of the due date.
- 2.4. Either party may terminate this Agreement with immediate effect by written notice if the other party:
 - 2.4.1. commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified under this sub-clause of the breach, such notice to refer to the notifying party's intent to terminate this Agreement unless the breach is remedied; or
 - 2.4.2. enters any arrangement with its creditors or becomes subject to external administration or ceases to be able to pay its debts as and when they become due or ceases to carry on business.
- 2.5. If Trepp terminates this Agreement pursuant to Section 2.3 or 2.4, all fees due by Customer through the end of the Initial Period or the then-current Renewal Period are accelerated and immediately due and payable. If Customer terminates this Agreement pursuant to Section 2.4 of the Standard Terms and Conditions, Trepp shall issue a pro-rata refund to Customer of any unearned, prepaid fees.
- 2.6. Upon termination or expiration of this Agreement:
 - 2.6.1. Customer must return, delete, or destroy all Trepp data, information, media or other materials, and remove all elements of Trepp data and/or cash flows stored in spreadsheets, documents or enterprise databases, either provided to Customer or downloaded and stored by Customer and all Derived Data, in connection with this Agreement, except for archival information required for statutory or regulatory purposes. Furthermore, Customer may no longer use the Service, Trepp data, or Derived Data for research or reporting purposes.
 - 2.6.2. Customer must certify in writing to Trepp as to the return, deletion or destruction of any and all Trepp data, information, media or other materials provided to Customer in connection with this Agreement (and any Derived Data) in accordance with the terms of this Agreement. Such certification shall be signed by an authorized officer of Customer and shall be provided to Trepp within ten (10) days of the termination or expiration of this Agreement.
 - 2.6.3. Notwithstanding anything to the contrary in this Agreement, after the expiration or termination of this Agreement, Customer shall have the

Standard Terms and Conditions

right to retain and use for archival or reference purposes any and all reports, presentations, publications and other materials created by Customer during the term of this Agreement that contain any Trepp data provided or Derived Data created as part of the Service; provided that Customer's retention and use of any such data shall remain subject to the surviving sections of this Agreement.

2.7. The provisions of Sections 2.5, 2.6, 2.7, 4.3, 5, 6.2 and 8 - 12 of this Agreement and obligations to pay fees hereunder shall survive any termination or expiration of this Agreement.

3. Service

3.1. Trepp shall provide Customer with access to the Service in accordance with the terms of this Agreement.

3.2. If the Service includes any Data Feed, Customer's use of the data/prices from such Service(s) is via a license and therefore Customer does not have the right to duplicate, redistribute, sublicense, assign or otherwise transfer data/prices provided to Customer in connection with such Services.

3.3. To the extent that the Service includes a subscription of TreppTrade® and/or Trepp CMBS Analytics on the Web™, the fees for such Service will include access to TreppWatch™ for the same Designated Users as TreppTrade® and/or Trepp CMBS Analytics on the Web™.

3.4. If an Add-On Seat Rate is quoted for a certain Service, Customer may request additional access to the Service in addition to the initial Designated Users permitted under this Agreement, on the terms described herein.

3.5. Upon enabling the additional Designated Users requested by Customer pursuant to Section 3.4, no further documentation will be required between Customer and Trepp. Trepp will incrementally invoice Customer at the monthly rate described on Customer Order Form per additional Designated User (the "Add-On Seat Rate") on the next applicable invoice. It is understood and agreed that the number of Designated Users may be increased during the term of this Agreement, but may not be decreased. Upon any renewal of the term of this Agreement, with respect to each additional Designated User who was added during the immediately preceding term, Customer will continue to be billed by Trepp for additional Designated User at the Add-On Seat Rate, plus any increase as described in Section 2.2 of these Standard Terms and Conditions.

3.6. If the Service includes installed software, Trepp grants to Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable limited right and license to use that software (the "Software") solely and exclusively for the internal business use of the Authorized Department in connection with accessing and using the Service. Customer may maintain one copy of the Software for archival or backup purposes only. The Software is not intended for use with data not supplied by Trepp. Unless permitted by law, the Software may not be reverse engineered, decompiled, or disassembled. The Software (and all copies thereof) shall be returned to Trepp upon any termination or expiration of this Agreement.

3.7. Trepp represents that any data provided in the Service is not formatted for use with software not supplied by Trepp.

3.8. In the event the Service includes a Data Feed, Trepp's prior written approval is required for Customer to use such Service with any third party software application; provided however, that that use of such Service with data warehousing, relational database or office productivity

software will be deemed approved by Trepp.

4. Payment

4.1. Customer will pay the fees for the Service described on the Customer Order Form. All fees are non-refundable.

4.2. To the extent that the fees for any Service are quoted on the Customer Order Form as a "Monthly Rate", Customer will be invoiced in advance for such fees at the following billing frequency: Annual. Notwithstanding the foregoing sentence and Section 12.2 below, Customer may request to be invoiced at a different billing frequency via any communication method acceptable to Trepp, including, without limitation, an e-mail notification, and such different billing frequency shall take effect if and only if Trepp agrees to Customer's request. To the extent that the fees for any Service are quoted on the Customer Order Form as "One-Time Fees", Customer will be invoiced for all of such One-Time Fees in advance. All fees are due and payable thirty (30) days from receipt of invoice by Customer. All fees and other payments pursuant to this Agreement shall be in U.S. Dollars. Any fees not paid when due shall bear interest at a monthly rate of 1.5%. It is understood and agreed that no Service for which the "One-Time Fees" apply will be made available to Customer until payment in full of such "One-Time Fees" has been received by Trepp. If Customer fails to make any payment due under this Agreement within ten (10) days of the due date, or is otherwise in breach of any of the terms of this Agreement, in addition to any of its other rights or remedies (including, without limitation, any termination rights set forth herein), Trepp reserves the right to suspend Customer's access to the applicable Service(s), without any liability of Trepp to Customer, until such payments are paid in full or such breach is remedied to Trepp's satisfaction.

4.3. Customer will pay Trepp all sales taxes or equivalent non-income based taxes such as VAT charges, as applicable, on the fees. Customer will be responsible for and reimburse Trepp for all fees and costs associated with collection of any past due amount owed by Customer.

5. Use

5.1. The Service is provided for use only by Designated Users of the Authorized Department for the Authorized Department's internal business purposes, and may not be provided to, or used or accessed by any other person or entity (including, without limitation, any employee of any other department, business unit or division of Customer) without Trepp's prior written consent. Notwithstanding anything to the contrary contained herein, Customer shall have the right to use or cite discrete portions of the Trepp data that Customer receives in connection with the Service in internal presentations or presentations to its clients or partners (but not in any filings required or made under or pursuant to any securities laws) provided that (i) Customer shall not reproduce, copy, distribute, use or cite any part of the Trepp data which could in any way result in that information or data being used as either (A) a substitute for the Service or (B) to compete with Trepp and (ii) Customer properly and conspicuously attributes all such Trepp data as having been received from Trepp.

5.2. Derived Data may not be sold, used by or transferred to any other party without prior written consent of Trepp, except that Customer may show the Derived Data to clients in support of the normal course of its business, provided that Customer shall not employ or disseminate any amount of the Derived Data which could cause the information so used or distributed to be susceptible to use, substantially as a source of, or a substitute for, the Service or to compete with Trepp.

5.3. Notwithstanding anything to the contrary herein, the Service may

Standard Terms and Conditions

not in any event be used or be permitted to be used in any manner that is competitive with Trepp's distribution or sale of all or any part of the Service or of any other product or service distributed or sold by Trepp from time to time.

5.4. The Service and any Derived Data may only be accessed and used within the United States. Any distribution of any of the data or information obtained through the Service, or any Derived Data, may not be exported out of the United States or used by any person or entity not located in the United States. Any violation of the foregoing covenant shall be considered a material breach of this Agreement and, notwithstanding anything herein to the contrary, shall give Trepp the immediate right to suspend or terminate this Agreement (at its discretion) upon written notice to Customer.

5.5. Customer shall not reverse engineer, disassemble, de-anonymize, decompile or otherwise attempt to access or determine the source of the data or source code within the Service.

5.6. None of the Service, Derived Data, nor any other data, material or any other information contained in, or provided in or through the Service and/or otherwise in connection with this Agreement, may be used, reproduced, transferred to, or combined in any way by the Customer with any neural networks, machine learning system, artificial intelligence or other similar software techniques or systems whatsoever, whether now known or developed or devised following the Commencement Date.

6. Data

6.1. Customer will not print out, download or otherwise copy material amounts of data from the Service during any month without Trepp's prior written consent, which shall not be unreasonably withheld. This Section 6.1 will not apply to downloads or copying data from any Data Feed or TREPP DEFAULT MODEL®.

6.2. Customer recognizes that while Trepp and its information providers rely upon sources believed to be accurate, they have not independently verified significant portions of such data. Trepp does not guarantee or warrant that it provides trading level quality data and makes no representation or warranty as to the accuracy or completeness of such data.

6.3. If the Service includes a Data Feed, Customer will implement and maintain security measures with respect to the Data Feed in Customer's possession that effectively restricts access to the Data Feed only to individuals in the Authorized Department with a need to know such Data Feed in connection with the Permitted Use, and protect the Data Feed from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those Customer employs to safeguard its most confidential information. In the event of an actual or suspected breach of such security measures, Customer shall notify Trepp within twenty-four (24) hours of such actual or suspected breach.

7. No Access to Other Trepp Products and Services

7.1. Unless specifically provided for in Section 3.3, access to the Service will not include access to other Trepp products and services, for which Trepp charges separate fees.

8. Passwords and Confidentiality

8.1. Customer will not share or send confidential email alerts from Trepp to anyone outside of its own employees who are bound by confidentiality obligations as further described in Section 8.3 below

8.2. Trepp will authorize a password for each Designated User of the

Service. That password is personal to the Designated User and such Designated User is obligated to keep the user name and password confidential and may not share the password with any other employee of Customer. Customer may change Designated Users and obtain new passwords for such Designated Users upon prior written notice to Trepp. Customer, shall immediately notify Trepp if any third party gains or has the potential to gain access to any of Customer's passwords, and shall be fully responsible for any and all activities that occur under any password, whether conducted by a Designated User, other employee or a third party.

8.3. Each party acknowledges that it or its employees may, in the course of performing this Agreement and/or in connection with adding additional Trepp services to this Agreement, be exposed to or acquire information which is proprietary to or confidential to the other, its affiliated companies or third parties to whom such party has a duty of confidentiality. Any non-public information of any form disclosed by either party in connection with and/or in the performance of this Agreement, including during any discussions between the parties in respect of any other services offered by Trepp, shall be deemed to be confidential and proprietary information. Each party agrees to hold confidential information of the other party in strictest confidence and not to disclose such information to any third parties or to use such information for any purpose whatsoever other than as contemplated by this Agreement and to advise each of their respective employees, agents or consultants who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential. Confidential information shall not include information which the receiving party can show by objective or verifiable evidence is (i) in or becomes part of the public domain other than by disclosure by a party in violation of this Agreement, (ii) demonstrably known to such party previously, (iii) independently developed by such party outside of this Agreement or (iv) rightfully obtained by such party from third parties. Notwithstanding the foregoing, Customer agrees that the data compilation supplied through the Service is not in the "public domain" but is proprietary to Trepp. If the receiving party is required by law to disclose confidential information, the receiving party may do so without breaching this Section 8 upon prior written notice to the disclosing party, unless legally prohibited, and then only to the extent necessary to comply with the law. Trepp and Customer understand and agree that, in the event of a breach of this section, damages may not be an adequate remedy and each party may be entitled to injunctive relief to restrain any such breach, threatened or actual.

9. Indemnification and Limitation of Liability

9.1. Customer agrees to indemnify and hold harmless Trepp (and its directors, officers, employees or agents) (collectively, the "Indemnified Parties") against any losses, claims, damages, liabilities and reasonable costs and expenses to which any of them may become subject (including any collection agent fees, court costs and attorneys' fees): (i) as a result of a breach of any warranty or covenant of Customer under this Agreement; (ii) as a result of a threatened, pending or completed claim, demand or action, by any person not a party to this Agreement arising from Customer's use or application of the Service, or their results; and/or (iii) under the Securities Act of 1933, as amended, or similar laws of any nation, or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any offering memorandum, prospectus or similar such document, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not

Standard Terms and Conditions

misleading.

9.2. To the fullest extent permitted by law, Trepp agrees to indemnify, defend, and hold harmless the Customer and its agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by Trepp, its employees, agents, subcontractors, representatives or anyone for whose acts Trepp may be liable; (ii) failure by Trepp, its employees, agents, subcontractors or representatives to comply with any laws applicable to the performance of the Service; (iii) Trepp's gross negligence and violation of data privacy rights; or (iv) any infringement of any copyright, trademark, patent, or other intellectual property right. In no event will the obligations of Trepp to indemnify, defend, and hold harmless such persons or entities pursuant to this paragraph apply to any claim which arose from (i) a use of the Services or any software, data, documentation and/or media provided by Trepp to Customer which was not in accordance with the terms of this Agreement, (ii) a modification to the Services or any software, data, documentation and/or media provided by Trepp to Customer not consented to in writing by Trepp, (iii) use of a version of the Services or any software, data, documentation and/or media provided by Trepp to Customer which is not the most current version available to Customer or (iv) a combination of any software provided by Trepp to Customer with any other software that is not specifically consented to in writing by Trepp. In the event a claim is threatened or made by a third party that the Services or any software, data, documentation and/or media as provided by Trepp to Customer infringes the intellectual property rights of such third party, Trepp may, in its sole discretion, (i) procure for Customer the right to continued use of such infringing Services, software, data, documentation and/or media or any portion thereof ; (ii) modify or amend such infringing Services, software, data, documentation and/or media, provided that the modification or amendment does not adversely affect Customer's use as contemplated hereunder; (iii) replace such infringing Services, software, data, documentation and/or media or any portion thereof with equally suitable, functionally equivalent, non-infringing Services or Software, data, documentation and/or media; or (iv) if compliance with subparts (i), (ii) or (iii) are not reasonable as determined by Trepp in its reasonable discretion, terminate the Agreement and refund to Customer any prepaid fees for Services not received by Customer.

9.3. The rights of any Indemnified Party under this Section 9 are in addition to any other rights that any Indemnified Party may be entitled as a matter of law or otherwise.

9.4. In no event shall Customer be liable to Trepp or any person/entity for any indirect, incidental, consequential, special, or exemplary damages or lost profits arising from the obligations under this Agreement, even if Customer has been advised of the possibility of such damages.

9.5. Notwithstanding anything else under this Agreement, Customer's total liability to Trepp under this Agreement (including all the annexes and documents incorporated herein) shall under no circumstances exceed, in the aggregate, the fees payable by the Customer to Trepp. Notwithstanding anything to the contrary herein and subject to the limitation of liability in the above Section 9.4 , the foregoing limitation of liability shall not apply to (a) any breaches of Sections 3.2, 5, 6.1 or 8.3, (b) indemnification obligations under section 9.1 or (c) any fee due and owing hereunder by Customer to Trepp.

9.6. Any and all obligation of Customer to provide indemnification pursuant to this Agreement is subject to the limits of liability set forth in the Tennessee Governmental Tort Liability Act found at T.C.A. § 29-20-101 et. seq. and Customer's obligation to provide indemnification is limited to the limits of liability set forth for a governmental entity under said Act.

10. Incorporation and Inconsistency

10.1. Without limiting anything herein, the provisions in the Terms of Use shall apply to the Service and the Service is provided subject to such provisions.

10.2. The following order of preference shall be applied to this Agreement between Customer and Trepp in the event of a conflict between terms: 1. Customer Order Form; 2. Standard Terms and Conditions; 3 Terms of Use.

11. Notices

11.1. All notices given under this Agreement shall be in writing and in the English language and shall be sent by prepaid post, reputable overnight courier or email to Trepp's or Customer's principal place of business.

11.2. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered five (5) days after its dispatch.

11.3. Any notice sent by email shall be deemed (in the absence of evidence of earlier receipt) to have been delivered on the next working day following transmission.

12. Miscellaneous

12.1. This Agreement supersedes all prior oral or written understanding between the parties and constitutes the entire agreement with respect to the subject matter in this Agreement.

12.2. This Agreement shall not be modified or amended except in writing and when signed by authorized representatives of the parties thereto. Without limiting the foregoing, no amendment shall be made to this Agreement via any "click-through" or similar device that purports to require a user to accept any terms or conditions of use prior to using any website operated by or on behalf of Customer.

12.3. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.

12.4. Customer agrees that this Agreement is intended to be kept confidential to the marketplace at large. Therefore, Customer shall not disclose this Agreement, any portion hereof, or any of the terms hereof to any third party.

12.5. The parties shall at all times comply, and shall ensure that their personnel comply, with respect to the performance of this Agreement, with all applicable laws and regulations concerning bribery and corruption. Either party may terminate this Agreement with immediate effect (or on such later date as reasonably determined by the first party) by written notice to the other party if the other party commits any breach of this section or if the first party reasonably considers that the other party has committed any breach of this section.

12.6. Trepp shall not be liable for any failures or delays in the provision of the Services due to causes beyond its reasonable control or anticipation, including, without limitation, fire, war, earthquake, pandemic, epidemic, labor controversies, riots, civil commotion, acts or

Standard Terms and Conditions

restrictions of any government or governmental agency, orders of court, or failures or delays of any of its third party suppliers or subcontractors.

12.7. In the event the Service includes third party data or services and Trepp's agreement with such third party for such third party data or services is terminated, the Service shall cease to include such third party data and services, and Trepp shall not be deemed to be in breach of this Agreement provided that Trepp shall use commercially reasonable efforts to replace such terminated third party data or services with equally suitable, functionally equivalent, data or services.

12.8. Neither party to this Agreement is entitled to transfer or assign this Agreement, by operation of law or otherwise, without the other party's prior written consent, not to be unreasonably withhold, conditioned or delayed; provided however, no such consent shall be required in the event of any transfer or assignment of this Agreement in connection with a sale of all or substantially all of the assets of a party, but with notice of such transfer or assignment to the other party to the extent commercially practicable and legally permissible, with public notice constituting the proper notice requirement hereunder; provided further that in all instances, any transfer or assignment by Customer to any party that Trepp reasonably deems to be a competitor of Trepp shall require the prior written consent of Trepp. Trepp may terminate this Agreement in the event of any transfer of a majority of the stock, membership interests, partnership interests or other evidences of ownership of Customer to any party that Trepp reasonably deems to be a competitor of Trepp.

12.9. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to principles of conflict of laws. The parties agree that the federal and state courts located in the Blount County, State of Tennessee is the exclusive jurisdiction over any dispute arising out of or relating to this Agreement.

12.10. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement.