



Customer Order Form

1. Customer Details.

<b>a. User Information</b> <ul style="list-style-type: none"> <li>• Customer: Weber County</li> <li>• Contact Name: John Ulibarri</li> <li>• Address 1: 2380 Washington Boulevard Ogden, UT 84401 United States</li> <li>• Email: julibarri@co.weber.ut.us</li> <li>• Telephone: 801-399-8572</li> </ul>	<b>b. Billing Information</b> <input checked="" type="checkbox"/> (same as User Information) <ul style="list-style-type: none"> <li>• Customer</li> <li>• Contact Name</li> <li>• Address 1</li> <li>• Email</li> <li>• Telephone</li> </ul>
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2. Authorized Department.

Assessor's Office

3. Service Details.

Subscriptions		
	Service # of Users (if applicable)	Add-On Seat Rate (if applicable)
1	TreppCRE	N/A

Discounted Monthly Rates (Annual Rates)	
Contract Year 1 -	\$1,833.35 (\$22,000.18)
Contract Year 2 -	\$1,925.02 (\$23,100.18)
Contract Year 3 -	\$2,021.27 (\$24,255.19)

4. Permitted Use (if applicable).

See Section 5 of the Standard Terms and Conditions.

5. Term

- a. **Commencement Date:** January 1, 2025
- b. **Initial Period:** 36 months
  - i. "Year 1" means the first Contract Year during the Initial Period beginning on January 1, 2025;
  - ii. "Year 2" means the second Contract year during the Initial Period beginning on January 1, 2026; and
  - iii. "Year 3" means the third and last Contract Year during the Initial Period beginning on January 1, 2027.
- c. **Renewal Period:** 12 months (for only up to 2 consecutive Renewal Periods)

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

- a. TreppCRE Customer access is All Property Types - Utah & Idaho Only.
- b. Designated Users can be all commercial appraisers.
- c. It is agreed between the parties that Customer shall pay the discounted Monthly Rate set forth in Section 3 above during the Initial Period only. Thereafter, at the beginning of the first Renewal Period, the Monthly Rate for the Service shall revert to the then current market Monthly Rate (which is \$2,805.00 [or \$33,660.00 per year] as of the Commencement Date), and for each subsequent then-current Renewal Period, the fees for Service shall increase pursuant to Section 2.2 of the Standard Terms and Conditions.
- d. During the Initial Period, if and only if The State of Utah enters into an agreement with Trepp with a multi-year term ("The State of Utah Agreement"), Customer shall have an option to cancel this Agreement as follows:
  - i. if The State of Utah Agreement is signed by both The State of Utah Agreement and Trepp during the Initial Period, Customer has an option to cancel this Agreement at the end of the Contract Year in which The State of Utah Agreement was signed provided that Customer's notice of its intention to cancel is received by Trepp not less than ten (10) business days prior to the end of such Contract Year.

If Customer does not exercise its option to cancel pursuant to the immediately preceding sentence, the subscription under this Agreement will continue for the remaining portion of the Initial Period and renew in accordance with the terms of this Agreement.
- e. Pursuant to Section 3.8 of the Standard Terms and Conditions, Trepp grants its consent for the Customer to use any information obtained through the Service in connection with CAMA software.
- f. Written Claim of Business Confidentiality and Statement of Reasons in Support is attached hereto as Exhibit A and incorporated into this Agreement.

Without limiting the forgoing, 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.

[SIGNATURE PAGE FOLLOWS]

This Customer Order Form, the Standard Terms and Conditions and the Terms of Use on <https://www.trepp.com/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.

Signature:

DocuSigned by:  
*Annemarie DiCola*

Print Name:

C35D766B1DAE488...  
Annemarie DiCola

Title: CEO

**CUSTOMER**

Weber County

Signature:

Print Name:

Title:

## Standard Terms and Conditions

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### 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.
- 1.3.1. "Contract Year" means each twelve (12) month period during the Term beginning as of the Commencement Date and each anniversary thereof.
- 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> 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" or "Vendor" 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 up to two successive periods set out on the Customer Order Form, 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 Standard Terms and Conditions, if and only if Customer fails to secure or allocate funds for the payment of its obligations hereunder, this Agreement may be terminated, effective at the conclusion of any Contract Year, provided that (a) Customer shall have provided written notice of such termination within thirty (30) days after the end of the then current Contract Year, (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 the effective date of 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) on an annual basis after the Initial Period or after any Contract Year of a 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 Contract Year of a 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 Contract Year of a Renewal Period shall automatically increase by the greater of (i) 5% and (ii) the increase in the consumer price index for all urban consumers in the New York / New Jersey Metropolitan area as reported by the Bureau of Labor Statistics of the U.S. Department of Labor calculated three (3) months prior to the start of the applicable Renewal Period, compared to the same figure from the prior year.

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.

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 (i) statutory or regulatory purposes, or (ii) pursuant to automatic IT back-up or internal disaster recovery procedures. 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

## Standard Terms and Conditions

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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 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. Intentionally Omitted™.

3.4. Intentionally Omitted.

3.5. Intentionally Omitted.

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. Any data provided in the Service is not formatted for use with software not supplied by Trepp.

3.8. Trepp's prior written approval is required for Customer to use the Service or any information obtained through the Service with any third party software application; provided however, that that use of such Service or information obtained through the 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 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 (which does not include, without limitation, marketing, or promotional 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 may not distribute or provide to any third-party the complete reports Customer downloads from the Service, (ii) 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 (iii) 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 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 and Canada (the "Permitted Territories"). Any distribution of any of the data or information obtained through the Service, or any Derived Data, may not be exported out of the Permitted Territories or used by any person or entity not located in the

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Permitted Territories. 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 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, it being understood that a material amount of data is that which could reasonably be expected to cause the data that was printed, downloaded, or otherwise copied to be used or be susceptible to be used as a substitute for the Service. 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

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 misleading.

9.2. 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.

### 10. Incorporation and Inconsistency

## Standard Terms and Conditions

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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 unless required by law.

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 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. Customer is not entitled to transfer or assign this Agreement, by operation of law or otherwise, without Trepp's prior written consent. Any transfer of a majority of the stock, membership interests, partnership interests or other evidences of ownership of Customer shall be deemed to be an assignment of this Agreement. Trepp may assign, sub-contract or sub-let this Agreement or any part hereof or thereof.

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 Utah, without regard to principles of conflict of laws..

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

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**Standard Terms and Conditions**

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**Exhibit A****Written Claim of Business Confidentiality and Statement of Reasons in Support**

VENDOR hereby submits its written claim of business confidentiality under the Utah Government Records Access and Management Act ([63G-1-101](#) et seq.) ("GRAMA") for the records to be provided by VENDOR under the Content Licensing Agreement (the "Agreement") between VENDOR and Assessor, defined as the "VENDOR Content" therein.

In support of its claim of business confidentiality, VENDOR states the following:

1, The VENDOR Content should be classified as a "protected" record under Subsection [63G-2-305\(1\)](#) of the Act because it satisfies the definition of "trade secret" as set forth in Subsection 13-24-2(4). The VENDOR Content is comprised of information, including a formula, pattern compilation, program, device, method, technique, or process, and:

a. derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. The VENDOR obtains the VENDOR Content through its agreements, subscriptions, and other business arrangements with real estate entities and professionals. VENDOR compiles the VENDOR Content and derives valuable economic information and trends, which provide a competitive advantage to those entities and individuals to whom the information is disclosed,

b. the efforts required of the Assessor to maintain the secrecy of the VENDOR Content under the Agreement are reasonable under the circumstances. Assessor, as a governmental entity, deals with maintaining the confidentiality of "protected" records in its regular course of operations, and the burden of maintaining the confidentiality of the VENDOR Content is reasonable compared to the value of the information contained therein.

2, The VENDOR Content should be classified as a "protected" record under Subsection [63G-2-305\(2\)](#) of the Act because it satisfies the definitional requirements of "commercial information" or "nonindividual financial information" as set forth therein, as follows:

- a. disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future. If the Assessor does not classify the VENDOR Content as "protected," VENDOR will not enter into the Agreement and the Assessor will not otherwise have access to the economically valuable information provided thereby. Additionally, it would be manifestly unfair to cause competitive injury to VENDOR by making public the VENDOR Content, which VENDOR has obtained at its own cost and expense; and
- b. the person submitting the information has a greater interest in prohibiting access than the public in obtaining access. VENDOR has a substantial economic interest in protecting access to the VENDOR Content, in which it has financially invested and upon which it has built a successful business model. There is no policy or other reason for the public to have access to the VENDOR Content.