



INCORPORATED COUNTY OF LOS ALAMOS LICENSE AND SERVICE AGREEMENT

This **LICENSE AND SERVICE AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County")**, and **Tyler Technologies, Inc., a Delaware corporation ("Contractor" or "Tyler")**, to be effective for all purposes **October 2, 2019** ("Effective Date").

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the services and County issued Request for Proposals No. 19-02 (the "RFP") on May 6, 2018, requesting proposals for Computer Assisted Mass Appraisal System, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated June 7, 2018 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on October 1, 2019; and

WHEREAS, Contractor shall provide the services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. DEFINITIONS: In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement:

"Defect" refers to a failure of the Licensed Software to substantially conform to the functional descriptions set forth in Contractor's Response and made a part hereof for all purposes, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality shall be set forth in Contractor's then-current Documentation.

"Documentation" means any online or written documentation related to the use or functionality of the Licensed Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals and other training or self-help documentation.

"Licensed Software" refers to Contractor's proprietary software identified in the Rate Schedule, Exhibit "A", attached hereto and made a part hereof for all purposes, and any related interfaces, custom modifications, integrations, and product upgrades, as set forth in Section B(1)(f) herein and licensed by Contractor to County through this Agreement.

"Los Alamos County Technology Standards" means the currently supported versions of the County

hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit "D," attached hereto and made a part hereof for all purposes.

"Maintenance and Support Agreement" means the terms and conditions governing the provision of maintenance and support services that Contractor provides to all of its customers who have licensed the Licensed Software, and includes Contractor's then-current Support Call Process. A copy of Contractor's current Maintenance and Support Agreement is attached as Exhibit "B" and a copy of Contractor's current Support Call Process is attached as Schedule 1 to Exhibit "B". Contractor agrees that any changes to the Maintenance and Support Agreement, including the Support Call Process in effect as of the Effective Date shall not materially degrade the manner in which Contractor makes support services available to County pursuant to this Agreement.

"Services" means those services set forth in Section C and Section D of this Agreement.

"Web Site License" means the license herein granted to County to use Eagle Web, as identified in Exhibit "A", by all users of County, consistent with the license grant set forth in Section B(1).

SECTION B. LICENSE AGREEMENT:

1. GRANT OF LICENSE FOR EAGLE WEB.

- a. Contractor shall grant to County, and County shall accept from Contractor, a perpetual, non-exclusive, revocable, nontransferable, non-assignable Web Site License for Eagle Web to use Eagle Web solely for County's own business purposes. County's rights to use Eagle Web are perpetual but may be revoked if County does not comply with the terms of this Agreement. Ownership of Eagle Web shall remain with Contractor.

For clarity only, County has previously purchased a perpetual license to the Eagle Assessor, Eagle Appraiser, and Eagle Treasurer software, via a previous agreement between Contractor and County titled "Incorporated County of Los Alamos Agreement for Software Licenses, Implementation Services and Support" and effective June 1, 2010 ("Previous Agreement"). The license terms of the Previous Agreement solely govern County's use of the Eagle Assessor, Eagle Appraiser, and Eagle Treasurer software.

- b. County may make copies of Eagle Web for archival, backup, testing, and training purposes, so long as such copies are not used in production, and the testing and/or training is for internal use only. Such copies shall be subject to the confidentiality obligations set forth in this Agreement.
- c. Contractor also grants to County a license to use the Documentation made available to County. The Documentation may be used and copied by County employees for internal reference purposes only and in accordance with applicable law. If County receives a request for the Documentation under the New Mexico Inspection of Public Records Act, County shall adhere to the process set forth in Section 3 of Exhibit E.
- d. County may not: (1) transfer or assign Eagle Web to a third party; (2) reverse engineer, decompile, or disassemble Eagle Web; (3) rent, lease, lend, or provide commercial hosting services with Eagle Web; or (4) publish or otherwise disclose Eagle Web or the Documentation to third parties. Notwithstanding the foregoing, if County receives a request regarding the Licensed Software or Documentation under the New Mexico Inspection of Public Records Act, County shall adhere to the process set forth in Section 3 of Exhibit E.
- e. The right to transfer Eagle Web to a replacement hardware system is included in County's license. County shall give Contractor advance written notice of any such transfer. If County requests technical assistance from Contractor associated with such transfer, County will comply with the County's Procurement Code for the procurement of such services.

- f. The license terms in this Agreement apply to updates and enhancements Contractor provides to County or makes available to County through this Agreement pursuant to the Maintenance and Support Agreement.
- g. Contractor reserves all rights not expressly granted to County in this Agreement. Eagle Web and the Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in Eagle Web and the Documentation. Eagle Web is licensed, not sold. County shall pay Contractor the license fees set forth in Exhibit "A".
- h. Contractor shall maintain Eagle Web consistent with the Los Alamos Technology County Standards inclusive of server access, as set forth in Exhibit "D." In the event these standards are adjusted, County shall identify any applicable adjustments to Contractor, and those adjustments shall only apply to the extent they reflect then-current industry standards that do not impact Contractor's performance under this Agreement. In the event of any such impact, the parties will make reasonable efforts to negotiate a mutually agreeable adjustment to this Agreement to account for the impact.

2. **WARRANTY.** Contractor warrants that the Licensed Software shall be without Defect(s) as long as County has a Maintenance and Support Agreement in effect. If the Licensed Software does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the Defect, as set forth in the Maintenance and Support Agreement and the Support Call Process. Should Contractor be unable to cure the Defect, Contractor shall provide a functional equivalent.

SECTION C. SERVICES:

1. **IMPLEMENTATION SERVICES.** Contractor will provide County with the following implementation services:

- a. Contractor shall provide remote services, to County, for the installation of Eagle Web for Assessor, which includes installation, configuration, and training of Eagle Web on County's hardware as set forth in Exhibit "A".
- b. Additional Calculated Fields Services: Contractor shall provide remote services to County to create the following new calculated fields, lookups and calculated lookups. The following calculated fields will be added to the equations:

<u>Models</u>	<u>Characteristics</u>
Residential	A/C – Base None – currently have but not a calculated field
Residential	Photovoltaic – Base None – currently have but not a calculated field
Residential	Bedroom – Base 3 – currently have but not a calculated field
Residential	Bathroom – Base 2 – currently have but not a calculated field
Residential	Basement Access – Interior, Exterior , Multi Access
Townhome	A/C – Base None – currently have but not a calculated field
Townhome	Photovoltaic – Base None – currently have but not a calculated field
Townhome	Bedroom – Base 3 – currently have but not a calculated field
Townhome	Bathroom – Base 2 – currently have but not a calculated field
Townhome	Basement Access – Interior, Exterior , Multi Access
Condo	A/C – Base None – currently have but not a calculated field
Condo	Photovoltaic – Base None – currently have but not a calculated field

Condo	Bedroom – Base 3 – currently have but not a calculated field
Condo	Bathroom – Base 2 – currently have but not a calculated field
Condo	Basement Access – Interior, Exterior , Multi Access
Land	Location – Cul-de-sac, Corner, Perimeter, Interior
Land	Greenbelt – forest land, golf course, walkway, None
Land	Sewage type – public sewage system , private septic
Land	Shape – Regular , Irregular
Land	Canyon and view Adjustment

2. **TYLER SYSTEMS MANAGEMENT SERVICES.** Contractor shall provide the Tyler Systems Management Services set forth in Exhibit “C” attached hereto and made a part hereof for all purposes.
3. **SITE REQUIREMENTS.** County agrees to provide Contractor with remote access to County’s personnel, facilities, and equipment as may be reasonably necessary for Contractor to provide implementation services for Eagle Web and services related to the creation of the additional calculated fields, subject to any reasonable security protocols or other written policies provided to Contractor as of the Effective Date, and thereafter as mutually agreed to by County and Contractor. Further, County agrees to provide a reasonably suitable environment, location, and space for the installation of Eagle Web, including sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of Eagle Web.
4. **CLIENT ASSISTANCE.** County acknowledges that the implementation of Eagle Web and the creation of the additional calculated fields is a cooperative process requiring the time and resources of County’s personnel. County agrees to use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation of Eagle Web and the creation of the additional calculated fields. This cooperation includes at least working with Contractor to schedule the implementation-related services outlined in this Agreement. Contractor will not be liable for failure to meet any deadlines and milestones when such failure is due to force majeure or to the failure by County personnel to provide such cooperation and assistance (either through action or omission).
5. **SERVICES WARRANTY.** Contractor will perform the implementation of Eagle Web, the creation of the additional calculated fields, and the Tyler Systems Management Services, as set forth in this Agreement, in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such Services at no additional cost to County.
6. **ADDITIONAL SERVICES.** Exhibit “A” contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on Contractor’s understanding of the specifications County supplied in the RFP. If additional work is required, Contractor will provide County with an addendum outlining the additional work. The price will be in accordance with Exhibit “A”.

SECTION D. MAINTENANCE AND SUPPORT:

Upon County’s purchase of maintenance and support services, as set forth in this Agreement, and provided that County continues to make timely payments for such maintenance and support services in accordance with Section E of this Agreement, Contractor shall provide County with maintenance

and support services for the Licensed Software identified in Exhibit "A" under the terms of the Maintenance and Support Agreement, including the Support Call Process identified in Exhibit "B".

If County fails to pay the maintenance and support fees in accordance with Section E of this Agreement or terminates this Agreement in accordance with Section F, the Maintenance and Support Agreement will cease to apply to County and Contractor shall provide ongoing maintenance and support services on a time and materials basis at the Contractor's then-current rates. In addition, County shall:

- a. receive the lowest priority under the Support Call Process;
- b. be required to purchase new releases of the Licensed Software including fixes, enhancements and patches;
- c. be charged Contractor's then-current rates for support services, or such other rates that Contractor may consider necessary to account for County's lack of ongoing training on the Licensed Software;
- d. be charged for a minimum of two (2) hours of support services for every support call; and
- e. not be granted access to the support website for the Licensed Software or the Tyler Community Forum.

SECTION E. COMPENSATION AND INVOICING:

- 1. AMOUNT OF COMPENSATION.** The total amount payable under this Agreement for all software licenses, implementation services, and maintenance and support services, including Tyler Systems Management Services, identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below. The total amount payable hereunder for the entire term of this Agreement, including any possible extensions and the amounts set forth below in subparagraphs a. through c., shall not exceed FOUR HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS AND FOUR CENTS (\$441,827.04), which amount does not include applicable New Mexico Gross Receipts Taxes (NMGRT).
 - a. County shall pay one (1) time compensation for software license fees, as outlined herein, in an amount not to exceed NINE THOUSAND DOLLARS (\$9,000.00). License fees for the Licensed Software shall be invoiced as follows: (1) 10% on the Effective Date; (2) 90% on the earlier of, (a) use of the Licensed Software in live production, or (b) forty-five (45) days after the Effective Date.
 - b. County shall pay one (1) time compensation for implementation services in a total not-to-exceed amount of SEVEN THOUSAND DOLLARS (\$7,000.00). Implementation services as set forth in Section C will be billed and invoiced as delivered. Additional services will only be provided in accordance with Section C(6) of the Agreement.
 - c. County shall pay maintenance and support fees in a total not-to-exceed amount for the term of this Agreement, including any possible extensions through year seven (7), in the amount of FOUR HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS AND FOUR CENTS (\$425,827.04). County shall pay the maintenance and support fees annually in advance, beginning on the Effective Date. For clarity, the maintenance and support fees include the fees for Eagle Web, Eagle Assessor, Eagle Appraiser, Eagle Treasurer, and Tyler Systems Management Services.
- 2. INVOICES.** Contractor shall submit itemized invoices to County showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

3. **TAXES.** Contractor shall be responsible for remittance of the New Mexico Gross Receipts Tax (NMGRT) levied on the amounts payable under this Agreement.

SECTION F. GENERAL TERMS AND CONDITIONS:

1. **TERM.** Except for the license grant, which is perpetual as set forth in Section B(1)(a) above, the initial term of the Agreement shall commence on the Effective Date and shall continue for a period of four (4) years with a termination date of October 1, 2023, unless sooner terminated, as provided in this Agreement. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.
2. **INSURANCE.** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any services under this Agreement unless and until Contractor has met the requirements of this Section. Contractor shall provide a Certificate of Insurance as evidence that Contractor has met its obligation to obtain and maintain insurance. Any subcontractor shall be required to provide County a Certificate of Insurance to assure that the subcontractor maintains like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.
- a. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- b. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- c. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
- d. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of two (2) years thereafter.
3. **INVOICE DISPUTES.**
- a. If County believes any invoiced software or Service does not conform to the warranties set forth in this Agreement, County shall provide written notice of such disputed invoice to Attention: General Counsel, or her designee, at the address listed in the Notice section of this Agreement. Such written notice shall be provided to Contractor within thirty (30) calendar days of County's receipt of the disputed invoice. An additional fifteen (15) days is allowed for the County to provide written clarification and details for the disputed invoice. Contractor shall provide a written response to County that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that shall outline the reasonable steps needed to be taken by Contractor and County to resolve any issues presented in County's notification to Contractor. County may withhold payment of only the amount actually in dispute until Contractor provides the required written response, and full payment shall be remitted to Contractor upon Contractor's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if Contractor is unable to complete all material action

steps required to remedy the disputed matter because County has not completed the action steps required of them, County shall remit full payment of the invoice.

- b. Any invoice not disputed as described above shall be deemed accepted by the County. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, Contractor reserves the right to suspend delivery of all services.

4. RESOLUTION OF DISPUTES. Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute under this Agreement. The parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative of each party to meet and engage in good faith negotiations. Such senior representatives shall meet within thirty (30) days of the written dispute notice, unless otherwise agreed. To the extent allowable by law, all meetings and discussions between senior representatives shall be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute then the parties may, if agreed to by the parties, participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after the meeting of senior representatives or mediation, as applicable, then either party may assert its respective rights and remedies in accordance with in Section F(17) below. Nothing in this Section shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedure.

5. TERMINATION.

- a. County may terminate this Agreement with or without cause upon ninety (90) calendar days prior written notice to Contractor.
- b. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.
- c. In the event of any termination or cancellation, County shall be responsible for payment of all undisputed software and Services delivered, and expenses incurred, to the extent payable as set forth in Section E through the effective date of termination. Upon termination, Contractor shall refund any prepaid maintenance and support fees covering the remainder of the term after the effective date of termination. Contractor shall render a final report of the Services performed to the date of termination. In a termination for cause, disputed fees shall be resolved according to the dispute resolution process set forth in Section F(4) above.

6. SEVERABILITY; WAIVER. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as, or be deemed to act as, a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

7. NOTICES. Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or five (5) calendar days after deposit in the United States Mail:

County:
Chief Deputy Assessor
Incorporated County of Los Alamos
1000 Central Avenue, Suite 210
Los Alamos, New Mexico 87544

Contractor:
Attn: Chief Legal Officer
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, Maine 04096

- 8. NO INTENDED THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and County. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.
- 9. INVALIDITY OF PRIOR AGREEMENTS/ENTIRE AGREEMENT:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Licensed Software and Services described herein and expresses the entire agreement and understanding between the parties with reference to said Licensed Software and Services. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee nor shall any written modification be binding on the County until approved in writing by both County and Contractor. In the case of conflict between this Agreement and Exhibits, this Agreement shall govern.
- 10. APPROVAL OF GOVERNING BODY.** County represents and warrants to Contractor that this Agreement has been approved by its governing body and is a binding obligation upon County. County's representative executing this Agreement has been duly authorized and empowered to enter into this Agreement.
- 11. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL.** This Agreement calls for the performance of Services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.
- 12. EMPLOYEES AND SUB-CONTRACTORS.** Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.
- 13. STANDARD OF PERFORMANCE.** Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the implementation services described herein in accordance with Section C(5).

- 14. E-VERIFY.** Contractor has complied, and shall comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all Contractor employees assigned to County's project.
- 15. RECORDS.** Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the Services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to this Agreement at any reasonable time upon request.
- 16. OWNERSHIP OF COUNTY DATA.** All County data, including all content in any media or format entered into, stored in and/or susceptible to retrieval from County's computer systems, shall remain property of the County. County's data shall not be used by Contractor other than in connection with providing the Services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, agents, subcontractors, invitees, or assigns, or any third party, in any respect.
- 17. APPLICABLE LAW.** Contractor shall abide by all applicable federal and state laws as well as the County's Procurement Code set forth in Chapter 31 of the County's Code of Ordinances ("Procurement Code"). Contractor shall perform the Services in accordance with all applicable federal and state laws, regulations, and policies and County's Procurement Code during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern without regards to its conflict of laws provisions. Venue shall be in the state or federal courts in or serving Los Alamos County, New Mexico.
- 18. NON-DISCRIMINATION.** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.
- 19. INDEMNIFICATION.**
- a. General Indemnification. Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation reasonable attorneys' fees, of any kind or nature, arising from (i) personal injury or property damage caused by Contractor's employees, agents, representatives and subcontractors' negligence or willful misconduct or intentional act or omission, (ii) Contractor's violation of law; or (iii) damages that arise out of Contractor's gross misconduct or fraud.
 - b. Intellectual Property Infringement Indemnification. Contractor shall defend County against any third party claim(s) that the Licensed Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and shall pay the amount of any resulting adverse final judgment (or settlement to which Contractor consents). County must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. County agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense. Contractor's obligations under this Section F(19)(b) will not apply to the extent the claim or adverse final judgment is based on County's: (a) use of a previous version of the Licensed Software and the claim would have been avoided had County installed and used the current version of the

Licensed Software, after Contractor made that version available pursuant to the Maintenance and Support Agreement, and Contractor provided notice of that requirement to County; (b) combining the Licensed Software with any product or device not provided, contemplated, or approved by Contractor; (c) altering or modifying the Licensed Software in a manner that is inconsistent with this Agreement, including any modification by third parties at County's direction or otherwise permitted by County; (d) use of the Licensed Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Licensed Software after Contractor notifies County to discontinue use due to such a claim. If Contractor receives information concerning an infringement or misappropriation claim related to the Licensed Software, Contractor may, at Contractor's expense and without obligation to do so, either: (f) procure for County the right to continue its use; (g) modify it to make it non-infringing; or (h) replace it with a functional equivalent, in which case County shall stop running the allegedly infringing Licensed Software immediately. Alternatively, Contractor may decide to litigate the claim to judgment, in which case County may continue to use the Licensed Software consistent with the terms of this Agreement. If an infringement or misappropriation claim is fully litigated and County's use of the Licensed Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Contractor consents), Contractor shall, at its option, either: (i) procure the right to continue its use; (j) modify it to make it non-infringing; or (k) replace it with a functional equivalent. Contractor will pursue those options in the order listed herein. This Section F(19)(b) provides County's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

- 20. FORCE MAJEURE.** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
- 21. NON-ASSIGNMENT.** Neither party may assign this Agreement or any privileges or obligations herein without the prior written consent of the other party, except that Contractor may, without County's prior written consent, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Contractor's assets. Contractor shall provide County with notice within sixty (60) days of such assignment becoming public information. Contractor's Assignee shall fully comply with all of the terms and conditions of this Agreement as if Assignee was the Contractor.
- 22. LICENSES.** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.
- 23. PROHIBITED INTERESTS.** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the County Code.
- 24. CAMPAIGN CONTRIBUTION DISCLOSURE FORM.** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all

purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

25. CONFIDENTIALITY. Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit "E," attached hereto and incorporated herein by reference for all purposes. The Confidential Information Disclosure Statement must be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

26. CLIENT LISTS. County agrees that Contractor may identify County by name in client lists, marketing presentations, and promotional materials.

27. MULTIPLE ORIGINALS AND SIGNATURES. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

28. DISCLAIMER. The express warranties set forth herein are in lieu of all other warranties. To the maximum extent permitted under applicable law and except for the express warranties provided in this Agreement, all other warranties, conditions and representations, whether express, implied or verbal, statutory or otherwise, and whether arising under this Agreement or otherwise, are hereby excluded, including, without limitation, any implied warranties, duties or conditions of merchantability or fitness for a particular purpose.

29. LIMITATION OF LIABILITY/EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO COUNTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED TWO TIMES (2X) THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION F(19).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

30. CONTRACT DOCUMENTS. This Agreement includes the following attachments and schedules:

- Exhibit "A" Rate Schedule
- Exhibit "B" – Maintenance and Support Agreement
 - Schedule 1: Support Call Process
- Exhibit "C" – Tyler Systems Management Services
- Exhibit "D" – Los Alamos County Technology Standards
- Exhibit "E" – Confidential Information Disclosure Statement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY:_____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

TYLER TECHNOLOGIES, INC.

BY:_____
NAME:_____
TITLE:_____ **DATE**

EXHIBIT "A"
RATE SCHEDULE

Software	Est. Hours	Cost	Annual Fees
New - License Fee & Maintenance/Support – Eagle Web Module		\$10,000	\$2,000
Allows querying over basic parcel information and retrieving a limited amount of parcel data information. Two search engines are provided: Account Search: Owner, parcel, legal description. Sale Search: From/to sale price, legal description, sale date range, parcel number.			
Current Annual Maintenance/Support Eagle Assessor			\$13,587
Current Annual Maintenance/Support Eagle Appraiser			\$15,242
Current Annual Maintenance/Support Eagle Treasurer			\$15,230
Preferred Customer Discount		\$1,000	
Total License Fees & Maintenance/Support		\$9,000	\$46,059
Tyler On Demand			
Current Annual Fee – Tyler Systems Management Services			\$6241
Hardware & Third Party Software		\$0	\$0
County to provide web server that meets hardware specifications to support Eagle Web			
Professional Services – Remote Services Only			
Implementation Services Eagle Web	10	\$1400	
Implementation Services Calculated Fields Custom Services	40	\$5600	
Hardware Services for Eagle Web – available if needed on a T&M basis		\$150 Per hour	
Additional Professional Services – available if needed on a T&M basis from the Effective Date through October 1, 2023. Thereafter, professional services will be at Tyler’s then current T&M rates.		\$150 Per hour	
Total Professional Services		\$7000	
Total Project – License Fees, Professional Services, 1st Year Maintenance/Support		\$16,000	\$52,300

Maintenance and Support Years 2 – 7 (includes Eagle Assessor, Eagle Appraiser, Eagle Treasurer, Eagle Web, and Tyler Systems Management Services)	
Year 2	\$54,915.00
Year 3	\$57,660.75
Year 4	\$60,543.79
Year 5	\$63,570.98
Year 6	\$66,749.53
Year 7	\$70,087.00

EXHIBIT "B"
MAINTENANCE AND SUPPORT AGREEMENT

Contractor will provide County with the following maintenance and support services for the Licensed Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. Contractor will provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and continues through October 1, 2023, unless sooner terminated, as provided in this Agreement. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.
2. Maintenance and Support Fees. County's maintenance and support fees for the Licensed Software are set forth in the Rates Schedule, Exhibit "A", and County's payment obligations are set forth in Section E(1) of the Agreement. Contractor reserves the right to suspend maintenance and support services if County fails to pay undisputed maintenance and support fees within thirty (30) days of Contractor's written notice. Contractor will reinstate maintenance and support services only if County pays all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as County is not using the Help Desk as a substitute for Contractor's training services on the Licensed Software, and County timely pays its maintenance and support fees, Contractor will, consistent with Contractor's then-current Support Call Process:
 - 3.1 perform Contractor's maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Licensed Software (limited to the then-current version and the immediately prior version); provided, however, that if County modifies the Licensed Software without Contractor's consent, contractor's obligation to provide maintenance and support services on and warrant the Licensed Software will be void;
 - 3.2 provide telephone support during Contractor's established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Licensed Software in order to provide maintenance and support services;
 - 3.4 provide County with a copy of all major and minor releases to the Licensed Software (including updates and enhancements) that Contractor makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Licensed Software in accordance with Contractor's then-current release life cycle policy.
4. County Responsibilities. Contractor will use all reasonable efforts to perform any maintenance and support services remotely. Currently, Contractor uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, County agrees to maintain a high-speed internet connection capable of connecting Contractor to County's PCs and server(s). County agrees to provide Contractor with a login account and local administrative privileges as Contractor may reasonably require to perform remote services. Contractor will, at Contractor's option, use the

secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Contractor cannot resolve a support issue remotely, Contractor may be required to provide onsite services. In such event, Contractor will be responsible for Contractor's travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, County agrees to provide Contractor with full and free access to the Licensed Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Contractor to provide the maintenance and support services, all at no charge to Contractor. Contractor strongly recommends that County also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If County is a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of County's peripheral systems or other software is the cause of the issue, Contractor will notify County so that County may contact the support agency for that peripheral system. Contractor cannot support or maintain third party software and third party hardware except as expressly set forth in the Agreement.

In order for Contractor to provide the highest level of software support, County bears the following responsibility related to hardware and software:

- (a) All infrastructure executing Licensed Software shall be managed by County;
 - (b) County will maintain support contracts for all non-Contractor software associated with the Licensed Software (including operating systems and database management systems, but excluding third party software, if any); and
 - (c) County will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Licensed Software; (b) onsite maintenance and support (unless Contractor cannot remotely correct a Defect in the Licensed Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless County is a hosted customer; (f) support outside Contractor's normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to County on a time and materials basis at Contractor's then current rates. County must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Contractor's current Support Call Process for the Licensed Software is attached to this Exhibit "B" at Schedule 1.

**Exhibit “B”
Schedule 1
Support Call Process**

Support Channels

Contractor provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Contractor clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at Contractor’s website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Contractor support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Contractor’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Contractor’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when County contacts support. County may track incidents, using the incident number, through the portal at Contractor’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the County's needs and deadlines. The County is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Licensed Software has been deployed on County infrastructure or the Tyler cloud. The goal is to help guide the County towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the County's remote location; or (c) systemic loss of multiple essential system functions.	Contractor shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Contractor's responsibility for lost or corrupted data is limited to assisting the County in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Contractor shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Contractor's responsibility for loss or corrupted data is limited to assisting the County in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Contractor shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Contractor's responsibility for lost or corrupted data is limited to assisting the County in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Contractor shall provide an initial response to Priority Level 4 incidents within two (2) business days. Contractor shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Contractor's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If County feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the County's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Contractor encourages County to communicate the level of urgency or priority of software support issues so that Contractor can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – County can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – County can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the County's database, process or setup to diagnose a problem or to assist with a question. Contractor will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the County's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Contractor uses is available upon request.

Exhibit "C"

Tyler Systems Management Services

Tyler Systems Management

Tyler Systems Management Services

Tyler Systems Management Includes:

Proactive System Monitoring

- Tyler application availability
- Raid array monitoring
- Disk usage
- Memory Usage
- System Uptime
- Reports errors in the event log
- Windows updated needed
- Monthly System Status report

Remote Technical Support

- Server and workstation hardware and software issues
- Technical help-desk support - *direct unlimited remote support on technical issues*
- Tyler Application and Database migration to new Hardware

Database Administration

- SQL Server updates and patches
- Maintenance Plan Setup
 - Monitor maintenance plans
 - Verify success of maintenance plans
 - routine tasks including integrity checks
 - SQL Server events and transaction log maintenance
- Database monitoring
 - Integrity checks
 - Re-index database

Data Backup Assistance

- Assistance in implementing on-site backup procedures
- Monitor local backups and provide status reports
- Provide backup troubleshooting and issue resolution

Services Packs, Updates, and Antivirus Support

- Installation of current Microsoft service packs and updates on enrolled computers
- Implementation of our antivirus solution so your network remains healthy and protected
- Provide additional assistance in virus removal
- Application Update Service

Non Participation

Help Desk

LAN Troubleshooting	\$65 per 1/2 hour, maximum 90 Minutes
WAN Troubleshooting	\$65 per 1/2 hour, maximum 90 Minutes
HW Troubleshooting	\$65 per 1/2 hour, maximum 90 Minutes

Exhibit “D” Los Alamos County Technology Standards

The following Los Alamos County Technology Standards are required and shall be supported by the Contractor, hence forth called Operator, for the term of this Agreement. Current standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Server Operating system (OS) (On- Premise)	Microsoft (MS) Windows Server 2012 R2 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level.
Server Hardware (On-Premise)	<p>Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by Information Technology Division (ITD) for acceptance. Proposals shall include required hardware and licensing of VMware, operating system and proposed application based requirements.</p> <p>Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County ITD) with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft and Oracle at the latest stable, patch level.</p>
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network seed and Protocol	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability.
Remote Network Access	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy.
LAC Staff Accounts	Software shall function for end users with standard user privileges ; user cannot install software and shall not have administrative rights.
Desk Hardware	<p>Preferred: Use of virtual desktop infrastructure (VDI) dual screen capable.</p> <p>Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.</p>
Internet Browser	<p>Internal County Network: Internet Explorer 10X or Chrome compatible will be considered on a business case basis. New Applications requiring Microsoft Silverlight are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java.</p> <p>Public Application/Web Access: Applications that will be accessed by devices external to the County network shall meet the Internal County Network criteria and as well as be compatible with current versions of Internet Explorer, Safari, Chrome and Firefox browsers as well as mobile devices (inclusive of smart phones, iPad, and other Internet enabled devices).</p>

Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2012 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware and maintenance in support of proposed project or instance install to the County MS SQL Server Cluster. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS SQL Cluster if a vendor software component install is necessary on the database server a standalone installation will be required. • Vendor software must use standard ODBC architecture for accessing databases on the County MS SQL Cluster. <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS SQL Server format.</p>
Collaboration and Web Publishing	<p>Microsoft SharePoint Server (SP) 2013 is the basis for the County's Intranet and SP 2007 for Internet sites. Any products that will integrate or utilize the County's Internet site shall require a compatibility consultation with ITD before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and or the Internet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP 2013.</p>
Productivity Software	<p>Microsoft O365 Office 2013, or most recent, at current service pack. Operator software must be maintained to run on supported platform service levels as defined by Microsoft.</p>
Email	<p>Microsoft O365 with hub transport for relay. If SMTP relay access from vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. Software relay can be provided to on premise solutions only. The vendor specific solution must be supported and maintained to relay through the County Email system by the vendor and in accordance with service levels as defined by Microsoft for the O365 product.</p>
Geographic Information Standards (GIS)	<p>The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcReader. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. If an ArcGIS Server API is utilized, it must be JavaScript (Adobe Flex or Silverlight are not supported).</p>
Mobile Devices	<p>Shall conform to Los Alamos County Mobile Policy. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.</p>
Security	<p>Intranet devices must be capable of two factor authentication using the Los Alamos County Access Control System. Any requirements for access ports from the Internet into the County Network shall be approved via a technical review by the ITD before product(s) purchase and implementation. McAfee Virus Scan and Antispyware Enterprise software are use on all intranet computing devices;</p>

	vendor solutions shall work in conjunction with stated antivirus products.
Records	Shall conform to Los Alamos County Records and Information Governance Policy.
E-Signature	Shall conform to Los Alamos County E-signature Policy.

Exhibit "E"
Confidential Information Disclosure Statement

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

Contractor: Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, Maine 04096
Attention: Casey Civiello
Risk Manager

County: IM Program Manager
1000 Central Ave. Suite 220
Los Alamos, New Mexico 87544

2. Definitions:

- a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
- b) **Discloser** - the party disclosing Confidential Information.
- c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the

information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.
5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
6. Miscellaneous - All Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.
7. Indemnity – Contractor shall indemnify, hold harmless, and defend County, its Council Members employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.