



AGR16-701

INCORPORATED COUNTY OF LOS ALAMOS LICENSE AND SERVICE AGREEMENT

This **LICENSE AND SERVICE AGREEMENT** (this "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 June 15, 2016 (the "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 multistep Request for Proposals No. 2015-2002 (the "RFP") on March 8, 2015, requesting proposals for Enterprise Resource Planning System and Related Implementation Services ("ERP"), as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated April 7, 2015; 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, Contractor shall provide the Licenses, Professional Services, 3rd Party Hardware and Software, and Maintenance and Support identified herein for Tyler Munis ERP suite that includes Core Financials, System Wide Functionalities, Core Human Resources and Payroll, Work Orders and Utility Billing modules, 3rd Party Hardware and Software; and

WHEREAS, the County Council approved this Agreement at a public meeting held on June 14, 2016.

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 Property to materially conform to the functional requirements set forth in the Contractor's Response To Functional Requirements Matrix and in the In Scope Program Modifications, Exhibits "H" and "I," respectively, attached hereto 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 will be made available in Contractor's then-current Documentation. Future functionality changes shall not eliminate the functional requirements set forth in Exhibits "H" and "I."

"Documentation" refers to any online or written documentation related to the use or functionality of the Licensed Property or the Transparency Portal, as applicable, that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals, documentation of reporting views, and other training or self-help documentation.

“Go-Live” refers to first day of live production use of the Licensed Property, which can only occur after successful implementation according to the provisions of the Statement of Work (“SOW”), Exhibit “G,” attached hereto and made a part hereof for all purposes.

“*Licensed Property*” refers to all Contractor software products, except the Transparency Portal defined in Section D, identified in the Product and Rate Schedule, Exhibit “A” attached hereto and made a part hereof for all purposes, and any related interfaces, custom modifications, and product upgrades, as set forth in Section B(I)(1)(f).

“*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 “E,” attached hereto and made a part hereof for all purposes. In the event these standards are adjusted, County will 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 negotiate a mutually agreeable adjustment to this Agreement to account for the impact.

“*Maintenance and Support Agreement*” means the terms and conditions governing the provision of maintenance and support services, as provided in Exhibit “C,” attached hereto and made a part hereof for all purposes, and includes Contractor’s then-current Support Call Process. Contractor agrees that any changes to the Support Call Process in effect as of the Effective Date will not materially degrade the manner in which Contractor makes support services available to County.

“*Phase*” refers to the Project Phase outlined in Exhibit “G,” which include Core Financials, Core Human Resources/Payroll, Utility Billing, and Work Orders/Asset Management. Phases in this project are intended to occur concurrently and to go live simultaneously, except as otherwise mutually agreed to by the parties.

“*Project*” refers to Contractor’s implementation, training, and support for an integrated ERP application suite according to the terms set forth in this Agreement.

“*Site License*” means the license herein granted to County to use the Licensed Property by all users of County, consistent with the license grant set forth in Section B(I)(1).

“*Third Party Products*” includes the third-party hardware, software and services identified in Exhibit “A,” as well as the DocOrigin functionality embedded in the Tyler Forms Processing Module.

SECTION B. LICENSE AGREEMENT AND THIRD PARTY PRODUCTS:

I. LICENSE AGREEMENT.

1. GRANT OF LICENSE.

- a) Contractor grants to County, and County shall accept from Contractor, a non-exclusive, revocable, nontransferable, non-assignable, perpetual Site License to use the Licensed Property solely for County’s governmental business purposes. County’s rights to the Licensed Property may be revoked if Contractor provides notice to County that it is in non-compliance with the terms of this license grant and related payment obligations, and County fails to resolve that non-compliance within sixty (60) days of

receipt of notice, provided, however, that if the nature of County's obligation is of such a nature that it cannot reasonably be cured within said sixty-day period, County shall not be deemed to be in non-compliance so long as County commences curing such non-compliance within said sixty-day period and diligently prosecutes same to completion.

- b) County may make copies of the Licensed Property 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.
- 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, governmental reference purposes only.
- d) County may not: (a) transfer or assign the Licensed Property to a third party; (b) reverse engineer, decompile, or disassemble the Licensed Property; or (c) rent, lease, lend, or provide commercial hosting services with the Licensed Property; or (d) publish or otherwise disclose the Licensed Property or Documentation to third parties subject to applicable law.
- e) The right to transfer the Licensed Property to a replacement hardware system is included in County's license. County will give Contractor advance written notice of any such transfer and will pay Contractor for any required or requested technical assistance associated with such transfer.
- f) The license terms in this Agreement apply to updates and enhancements Contractor provides to County or makes available to County throughout this Agreement, which includes all Contractor required upgrades during Implementation prior to Go-Live and all future updates and enhancements provided post Go-Live through the Maintenance and Support Agreement, or otherwise purchased by County.
- g) Contractor reserves all rights not expressly granted to County in this Agreement. The Licensed Property and Documentation are protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in the Licensed Property and the Documentation. The Licensed Property is licensed, not sold. County shall pay Contractor the license fees set forth in Exhibit "A" according to the payment terms in Section E.
- h) Contractor shall maintain the Licensed Property consistent with the Los Alamos County Standards, as set forth in Exhibit "E," except that County understands and agrees that: (i) as of the Effective Date, Contractor provides remote support via Citrix GoToAssist or Bomgar (Privileged Access Management); (ii) Contractor's browser version requirements are and will be listed in the then-current system requirements documentation for the associated module of the Licensed Property; (iii) Contractor will need to utilize County's Exchange infrastructure to relay email notifications from Contractor's system; (iv) Contractor will not integrate with County's existing SharePoint server, but will install SharePoint Foundation 2013 as the front-end of the Licensed Property; and (v) the Licensed Property does not currently offer two-factor authentication.

2. **WARRANTY.** Contractor warrants that the Licensed Property will be without Defect(s) as long as County has maintained a Maintenance and Support Agreement in effect. If the Licensed Property does not perform as warranted, Contractor will use all reasonable efforts, to cure the Defect, as set forth in the Maintenance and Support Agreement and the Support Call Process, provided at Exhibit "C," or to provide a functional equivalent.

3. **ESCROW.** Contractor shall maintain an escrow agreement with a third party under which Contractor shall place the source code for each major release of the Licensed Property. County may be added as a beneficiary to the escrow agreements by completing a standard beneficiary enrollment form and paying the then-current annual beneficiary fees. Release of source code for the Licensed Property is strictly governed by the terms of the escrow agreement. Contractor shall continue to maintain an escrow agreement with a third party and if Contractor changes the third party provider, Contractor shall notify County in writing within thirty (30) days of such change.

II. THIRD PARTY PRODUCTS.

1. **THIRD PARTY HARDWARE.** Contractor will sell, deliver, and install on-site the Third Party Hardware. Additional details regarding the BMI hardware are set forth at Exhibit "D," attached hereto and made a part hereof for all purposes.
2. **THIRD PARTY SOFTWARE.** Contractor shall provide the BMI AssetTrak, CollectIT, and TransTrak Systems ("Third Party Software") and the licenses for Third Party Software identified in Exhibit "A." County shall receive a non-transferable license to use the Third Party Software and related documentation for County's governmental business purposes only. County's license rights to the Third Party Software, and any right to transfer the Third Party Software to a replacement hardware system, will be governed by the applicable End User License Agreements, set forth in Exhibit "D."
 - a) Contractor shall install on-site the Third Party Software. The software cost includes the installation fee as set forth in Exhibit "A." If the developer of the Third-Party Software charges a fee for future updates, releases or other enhancements to the Third-Party Software, County will be required to pay such additional future fee. If County does not pay such additional future fee, Contractor shall not be responsible for future updates, releases or other enhancements to the Third-Party Software.
 - b) With respect to Contractor interfaces with Third Party Products, County shall give Contractor advance written notice of any transfer of Third Party Software to a replacement hardware system, and shall pay Contractor for any required or requested technical assistance associated with such transfer in accordance with the rate identified in Exhibit "A."
3. **THIRD PARTY PRODUCT WARRANTIES.**
 - a) Contractor is authorized by each third-party owner of the intellectual property rights to Third Party Software to grant or transfer the licenses to the Third Party Software.
 - b) The Third Party Hardware will be new and unused, and upon payment in full, County will receive free and clear title to the Third Party Hardware.
 - c) County acknowledges that Contractor is not the manufacturer of the Third Party Products. Contractor does not warrant or guarantee the performance of the Third Party Products. However, Contractor warrants and guarantees that the Third Party Products will perform in accordance with Licensed Property and Contractor grants and passes through to County any warranty that Contractor may receive from the Third Party Software Developer or supplier of the Third Party Products.
4. **MAINTENANCE.** If County has Maintenance and Support Agreement in effect with Contractor, County may report defects and other issues related to the Third Party Software directly to Contractor, and Contractor will: (a) directly address the defect or issue, to the extent it relates to Contractor's interface with the third party software; and/or (b) facilitate

resolution with the Developer, unless that Developer requires that County has a separate, direct maintenance agreement in effect with that Developer. In all events, if County does not have a Maintenance and Support Agreement in effect with Contractor, County will be responsible for resolving defects and other issues in the Third Party Software directly with the developer.

SECTION C. IMPLEMENTATION SERVICES:

- 1. IMPLEMENTATION PROJECT SCOPE.** The Scope is comprised of the Phases, modules, data conversions, interfaces, reports, workflows, and deliverables itemized in Exhibit "A" and described throughout Exhibit "G." If any services, tasks, or responsibilities not specifically described in this Agreement are inherent or necessary sub-activities of the tasks, they shall also be included within the Scope.
- 2. IMPLEMENTATION SERVICES.** Contractor shall provide the Implementation Services itemized in Exhibit "A" and described in Exhibit "G." Any additional Implementation Services requested by County may be handled through the change process as defined in Exhibit "G." A chart representing the Contractor's SOW Tasks, Phases and Timeline is attached as Exhibit "F," attached hereto and made a part hereof for all purposes.
- 3. TYLER SYSTEM MANAGEMENT SERVICES ("TSMS") (previously identified as OSDBA).** Contractor shall provide operating system and database administration services, including but not limited to installations, upgrades, routine maintenance, and database tuning. Contractor shall provide TSMS throughout this term. Contractor shall provide TSMS during Contractor's then-current TSMS hours. Contractor's current TSMS hours are 8:00AM EST through 9:00PM EST. On at least seven (7) days advance notice, County may request TSMS outside of those hours, which Contractor will make commercially reasonable efforts to provide. Those services will be provided on a time and materials basis in accordance with the rates identified in Exhibit "A" if requested within twenty-four (24) months of the Effective Date, and thereafter at Contractor's then-current TSMS rates. Any such services will be billed at a minimum of four (4) hours. In order to minimize business disruption due to production down time, County generally follows a maintenance schedule of the second Saturday of every month. County may discontinue or reinstate TSMS Services at any time during the term of this Agreement at County's discretion, upon thirty (30) calendar days' prior written notice to Contractor. Contractor shall provide the following TSMS to the County:
 - i. Server Support
 - a. Server tuning
 - b. New user setup & Active Directory Integration
 - c. Printer Installation & configuration
 - d. Service pack & security patch installations
 - e. Microsoft IIS configuration & troubleshooting
 - f. Microsoft Sharepoint Foundation configuration and troubleshooting for Tyler's Role-Tailored Dashboard
 - ii. Database Software Support
 - a. Database administration
 - b. Software upgrade & installation assistance
 - c. Data recovery
 - d. Database tuning
 - e. Database refreshes, imports and exports

- f. Database mirroring and high availability solutions
 - iii. PC Support
 - a. Windows 7[®] & Windows 8[®]
 - b. Macintosh[®] OS X Lion
 - c. Client installations
 - d. Microsoft Business Intelligence Development Studio installations
 - iv. Installation Services
 - a. Free Tyler application release upgrades (e.g. Munis, Dashboard, Content Manager, Self Service, Cashiering, CAFR Statement Builder, Tyler Pulse, Tyler Reporting Services, Tyler Incident Management)
 - b. Free server transfers available every two years
 - v. System Maintenance
 - a. TSMS Check Script. With installation of the Contractor's TSMS check script Contractor shall monitor vital information on County's servers (disk space, database backups, server uptime and database engine availability and disk integrity via Microsoft Check Disk). If the check script detects a problem it automatically opens a Priority 1 support call for Contractor to address.
 - b. General System Maintenance.
 - 1) Operating system review and maintenance (O/S patches & service packs)
 - 2) File system cleanup
 - 3) Database refreshes
 - 4) Printer & user cleanup
 - 5) Database analysis
 - 6) Database backup verifications
 - vi. Contractor shall provide remote system administration training for the following:
 - a. System review and analysis
 - b. Adding printers and users
 - c. Printing custom forms, duplex printing, tray selection
 - d. Database refreshes
 - e. LDAP Synchronization
 - f. What and how to backup critical data
 - g. County installation, configuration and troubleshooting

4. SITE REQUIREMENTS. County agrees to provide Contractor with access to County's personnel, facilities, and equipment as may be reasonably necessary for Contractor to provide Implementation Services, subject to any reasonable security protocols or other written policies provided to Contractor. County further agrees to provide a reasonably suitable environment, location, and space for the installation of the Licensed Property and Third Party Products, including sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Licensed Property and Third Party Products.

5. PROJECT MANAGEMENT. County and Contractor agree to designate in writing a primary contact (the "Project Manager") to represent each party to serve as a primary point of contact, to manage the overall implementation, and help coordinate personnel during the design, development, installation, training and maintenance of the system, as described in Exhibit "G."

- a) County shall not be liable for, and shall provide no insurance for, any loss or damage incurred by Contractor or its employees, agents, contractors or subcontractors or to

equipment or property owned by Contractor, regardless of whether such losses are insured by Contractor.

- b) Contractor shall provide experienced, competent, and knowledgeable staff to successfully complete the implementation according to Exhibit "G" and any mutually agreeable Implementation Management Plan and Project Plan. In the event that any Contractor employee is found to be unacceptable to County, in County's reasonable discretion, Contractor will be given an opportunity to cure the deficiency upon notice thereof from County. In the event the deficiency persists, County may require removal of the employee. Contractor shall provide a suitable replacement, acceptable to County in its reasonable discretion, as soon as reasonably possible. To the extent County delays in confirming Contractor's proposed replacement, Contractor will not be held liable for project delays that arise because of County's delay.
- c) County acknowledges that Contractor assigned personnel may leave the project for reasons outside Contractor's control, such as resignation, medical leave, or similar absences. Contractor shall use its best efforts to ensure the continuity of Contractor employees assigned to the County's implementation. Should Contractor remove or reassign those of its employees assigned to perform Services hereunder, Contractor will, a) provide reasonable advance notice to County, and b) assign alternate employees with equivalent or greater competence, knowledge and experience to perform Services hereunder within a commercially reasonable timeframe. Contractor's failure to provide the continuity of Contractor employees shall result in Contractor's sole responsibility for any delay and/or cost for such failure.
- d) Contractor's personnel and subcontractors, if any, shall observe all applicable laws, rules and policies of County, as provided herein or otherwise mutually agreed to, while providing Services for County, working on County's premises, and working remotely on County systems.
- e) Contractor hereby represents and warrants to County, with respect to the Services to be performed under this Agreement, that each of its employees assigned to perform those Services shall have the proper skill, training and background to be able to perform his or her assigned Service(s) in a competent and professional manner, and that all Services will be performed in accordance with this Agreement. 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.
- f) County acknowledges that the implementation of the products identified within this Agreement is a cooperative process requiring the time and resources of County personnel. As identified herein, County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to timely implement the products as mutually agreed to in Exhibit "G" and implementation plan and project schedule. Contractor shall not be liable for County's failure(s) to comply with the foregoing commitment.

- 6. REIMBURSABLE EXPENSES.** The Services fees are not inclusive of travel expenses. Travel expenses will be invoiced to County according to the then-current Contractor Business Travel Policy. The current Contractor Business Travel Policy is set forth at Exhibit "K," attached hereto and made a part hereof for all purposes. Contractor agrees that any changes to its Business Travel Policy will not result in reimbursement allowances that materially deviate from the allowances set forth in the Business Travel Policy in effect as of the Effective Date, except as otherwise agreed to by the parties. County reserves right to inspect travel and lodging receipts on request and with reasonable notice. Contractor shall submit copies of these supporting documents if so requested. Receipts

for per diem expenses, miscellaneous items less than \$25, and mileage logs are not required.

SECTION D. MAINTENANCE AND SUPPORT, TRANSPARENCY PORTAL, AND PAYROLL TAX TABLE UPDATE SERVICES:

I. MAINTENANCE AND SUPPORT SERVICES.

If County purchases ongoing Maintenance and Support Services, as set forth in this Agreement, Contractor shall provide Maintenance and Support Services under the terms of Exhibit "C," attached hereto and made a part hereof for all purposes.

If County opts not to purchase ongoing Maintenance and Support Services, Exhibit "C" will not apply. Instead, Contractor shall provide ongoing Maintenance and Support on a time and materials basis. In addition, County will:

1. receive the lowest priority under the Support Call Process;
2. be required to purchase new releases of the Licensed Property and/or Transparency Portal, including fixes, enhancements and patches;
3. 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;
4. be charged for a minimum of two (2) hours of support services for every support call; and
5. not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

REPORTS. As long as County has Maintenance and Support Services in effect, Contractor will make available all state and federal mandated reports and data file submissions required to be submitted that are not already provided through standard reports or inquiry functions, and any changes to mandated state or federal specified file layouts will be provided for no additional charge. Contractor will release any such updates to County at least ninety (90) days prior to the filing deadline when possible.

II. TRANSPARENCY PORTAL SOFTWARE AS A SERVICE ("SaaS") AGREEMENT.

1. RIGHTS GRANTED. Contractor shall grant to County the non-exclusive, non-assignable limited right to use the Tyler Transparency Portal Software ("Transparency Portal"), as identified in Exhibit "A," for so long as County is paying the annual Transparency Portal fee. Service availability of the Transparency Portal will be provided under the terms of the Service Level Agreement ("SLA"), Exhibit "B," attached hereto and made a part hereof for all purposes. County acknowledges that the Contractor does not ship copies of the Transparency Portal.

2. OWNERSHIP.

- a) Contractor shall retain all ownership and intellectual property rights to the Transparency Portal and Contractor's Services related thereto, and anything developed by Contractor under this SaaS Agreement.
- b) County does not acquire under this SaaS Agreement any license to use the Transparency Portal in excess of the scope and/or duration set forth herein.
- c) Contractor shall provide County with a license to any Documentation related to the

Transparency Portal. The Documentation may be used and copied by County officials, employees or other agents for internal reference purposes only.

- d) County shall retain all ownership and intellectual property rights to the data County provides for operation of, or maintenance in, the Transparency Portal ("Data").

3. SOFTWARE WARRANTY. Contractor warrants that the Transparency Portal Software will perform without Defects for so long as County pays its then-current annual Transparency Portal fees. If the Transparency Portal does not perform as warranted, Contractor shall use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Exhibit "B" and the Support Call Process, Exhibit "C" Schedule 1, attached hereto and made a part hereof for all purposes. Should Contractor be unable to cure the Defect, Contractor shall provide a functional equivalent. If Contractor cannot provide a functional equivalent, then Contractor will refund County previously paid but unused Transparency Portal fees.

4. SAAS SERVICES. For the then-current Transparency Portal fee, initial implementation services will include integration to existing Financial and Payroll data. Future integration of the Transparency Portal to other Tyler products, used or contracted, shall be provided as part of the then-current Transparency Portal fee.

- a) Contractor shall have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Transparency Portal in the event of a disaster or component failure. In the event any Data has been lost or damaged due to an act or omission of Contractor or its subcontractors or due to a Defect in the Transparency Portal, Contractor shall use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster by Contractor. For purposes of this subsection, RPO represents the maximum tolerable period during which Data may be lost, measured in relation to a disaster.
- b) Contractor shall conduct annual penetration testing of either the production network and/or web application to be performed. Contractor shall maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Contractor shall provide County with a written or electronic record of the actions taken by Contractor in the event that any unauthorized access to Data is detected as a result of Contractor's security protocols. Contractor will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties.
- c) Contractor will be responsible for ongoing maintenance and upgraded features to the Transparency Portal. Contractor shall distribute its standard gallery of monthly site usage reports to monitor trends and site usage. Contractor warrants the site updates are seamless to the user and completed through an automatically scheduled job, which is created during implementation when County will be asked to designate an email recipient for the reports.
- d) Contractor will provide secure data transmission paths from County network to Contractor's servers.
- e) For at least the past ten (10) years and throughout the term of this Agreement, all of Contractor's employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Contractor's data centers are accessible only by authorized personnel with a unique key entry. All other

visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

- III. PAYROLL TAX TABLE UPDATE SERVICE.** If County purchases Payroll Tax Table Update Service, Contractor shall provide Payroll Tax Table Update service as identified in Exhibit "A." County shall be provided with required tax table updates, regardless of the number of adjustments made by state and federal regulations without any disruption of daily activities.

SECTION E. COMPENSATION:

- 1. AMOUNT OF COMPENSATION.** The total amount payable under this Agreement for all Services and Products identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below and identified in Exhibit "L," attached hereto and made a part hereof for all purposes. The fees payable hereunder shall not exceed THREE MILLION FOUR HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS (\$3,432,358), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").
- a) County shall pay one-time compensation for software licenses fees, as outlined below, in an amount not to exceed SIX HUNDRED SEVENTY-NINE THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$679,840). License fees for the Licensed Property shall be invoiced as follows: (a) 10% on the Effective Date; (b) 90% on the earlier of (i) the date when Contractor installs the Licensed Property on-site (the "Installation Date") or (ii) forty-five (45) days after the Effective Date.
 - b) County shall pay one-time compensation for Implementation Services in a fixed amount of FOUR HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$493,425). Those amounts are payable according to the schedule set forth in Exhibit "L," and shall be invoiced after County acceptance of each applicable Control Point.
 - c) County shall pay one-time compensation for Project Planning Services in an amount not to exceed ELEVEN THOUSAND DOLLARS (\$11,000). County shall be invoiced for those fees upon Contractor's delivery of the Implementation Planning Document.
 - d) County shall pay one-time compensation for Data Conversion in an amount not to exceed ONE HUNDRED AND THIRTY-NINE THOUSAND SEVEN HUNDRED DOLLARS (\$139,700). Data conversion services shall be invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon County acceptance to load converted data into live environment, by conversion option.
 - e) County shall pay one-time compensation for all In-Scope Program Modifications, attached as Exhibit "I," to the Licensed Property in an amount not to exceed ONE HUNDRED SIXTY THOUSAND SIX HUNDRED DOLLARS (\$160,600). All In-Scope Program Modifications to the Licensed Property shall be invoiced 50% upon delivery of final specifications by Contractor, and 50% upon delivery of the applicable modification by Contractor.
 - f) County shall pay one-time compensation for Other Implementation Services items in an amount not to exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000). County shall be invoiced for these Other Implementation Services as they are delivered.
 - g) County shall pay one-time compensation for Third Party Products in an amount not to exceed SIXTY-SEVEN THOUSAND SEVEN HUNDRED NINETY DOLLARS

- (\$67,790.00). Third-Party Hardware shall be invoiced upon delivery, and Third-Party Software shall be invoiced when it is made available for download.
- h) County may pay one-time compensation for Optional County Requested Additional Professional Services in an amount not to exceed NINETY THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$90,525). County may request these Additional Professional Services through the Change Process identified in Exhibit "G." Upon County approval, these Services shall be invoiced as incurred.
 - i) County shall pay compensation for the Payroll Tax Table Update Service beginning on the one-year anniversary of the date the Licensed Property is made available for download (the "Available Download Date") based on the fees identified in Exhibit "A," and payable annually in advance on each subsequent anniversary of the Available Download Date at Contractor's then-current rates, unless terminated in writing by County at least thirty (30) days in advance of the end of the then-current term. The fees for the period beginning on the Available Download Date and expiring one (1) year thereafter are waived.
 - j) County shall pay compensation for TSMS annually in advance beginning on the Available Download Date, at the rates set forth in Exhibit "A" and payable annually in advance on each subsequent anniversary of the Available Download Date, unless terminated in writing by County at least thirty (30) days in advance of the end of the then-current term. In Year 2 and after, service fees will be at Contractor's then-current rates.
 - k) County shall pay compensation for the Transparency Portal annually in advance, commencing on availability of the product for production use. Rates for the first year of production use shall be in accordance with the rates outlined in Exhibit "A." Subsequent annual fees will be at Contractor's then-current rates, unless terminated in writing by County at least thirty (30) days prior to the end of the then-current term.
 - l) Contractor's travel expenses shall not exceed a total amount of TWO HUNDRED THIRTY-NINE THOUSAND NINETY-SIX DOLLARS (\$239,096). This amount includes any travel associated with Optional County Requested Additional Professional Services provided pursuant to Section E.1.h. Travel expenses shall be submitted to the County Project Manager on a monthly invoice that identifies, among other applicable travel expenses, the number of on-site days of per diem. In the event County repeatedly cancels Implementation Services less than two (2) weeks in advance for reasons other than Force Majeure, as defined herein, County will be liable to Contractor for (i) all non-refundable expenses incurred by Contractor on County's behalf; and (ii) hourly fees associated with the canceled Services if Contractor is unable to re-assign its personnel, capped at ten (10) business days. Fees and expenses incurred under such cancellations shall not be in excess of the not-to-exceed amount quoted for travel or Professional Services, as applicable.
 - m) County shall pay maintenance and support in a total not-to-exceed amount for the term of this Agreement in the amount of ONE MILLION THIRTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$1,031,882). County shall pay the maintenance and support fees annually in advance, beginning on the one (1) year anniversary of the Available Download Date and thereafter on each subsequent anniversary, unless terminated in writing by County at least thirty (30) days in advance of the end of the then-current term. Maintenance and support fees through year seven (7) are set forth in Exhibit "A." Thereafter, maintenance and support fees shall be at Contractor's then-current rates. The fees for the period beginning on the Available Download Date and expiring one (1) year thereafter are waived. Upon County's request, Contractor agrees

to work with County to issue a pro rata adjustment to County's maintenance and support billing cycle so that it commences on July 1 of each applicable year.

- n) At any time during this Agreement, County may request Additional Services through the Change Process identified in Exhibit "G." Upon County approval, these Services shall be invoiced as incurred. County shall pay additional compensation in an amount not to exceed ONE HUNDRED TWENTY-FOUR THOUSAND (\$124,000). Any Additional Services that County requests and Contractor agrees to provide shall be at the rates set forth in Exhibit "A" through the thirty-six (36) months after the Effective Date, and thereafter at Contractor's then-current rates.
- o) At any time during this Agreement, County may request Optional Products and Services through the Change Process identified in Exhibit "G." Those Optional Products and Services will be provided in accordance with the rates in Exhibit "A" for twenty-four (24) (for software) or thirty-six (36) months (for services), as applicable, from the Effective Date, and thereafter at Contractor's then-current rates.

Invoices. Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, any applicable reference to Payment ID on Exhibit "L," and total amount payable on a monthly basis. Payment of undisputed amounts shall be due and payable forty-five (45) days after County's receipt of the invoice.

- 2. **TAXES.** Prices and license fees are exclusive of all federal, state, municipal or other political subdivision, excise, sales, use, property, occupational or like taxes now in force or enacted in the future, and are therefore subject to an increase equal to any such taxes Contractor may be required to collect or pay upon the sale or delivery of the Licensed Property and Services purchased or licensed hereunder. Should Contractor be required to pay any of these taxes as a result of this Agreement, the appropriate amounts will be added to invoices and paid by County. Contractor shall be responsible for remittance of the New Mexico Gross Receipts Tax ("NMGR") 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(I)(1)(a), the term of the Agreement shall commence on the Effective Date and shall continue through June 14, 2023, unless sooner terminated, as provided in this Agreement. The Agreement may be renewed by mutual agreement of the parties, consistent with applicable procurement and appropriations laws.
- 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 will 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 will 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:** \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

3. INVOICE DISPUTES.

- a) If County believes any invoiced product or service does not conform to the warranties set forth in this Agreement, County shall provide written notice of such disputed invoice to Attention: Associate General Counsel, 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 will 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; LIMITATION OF LIABILITY. 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 will meet for not more than four (4) hours 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 will 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, either may assert its respective rights and remedies as provided in Paragraph 18 below. Nothing in this Paragraph shall prevent a party from

seeking necessary injunctive relief during the dispute resolution procedure.

County agrees that Contractor's total liability, and County's sole and exclusive remedy, for damages in any way related to or arising from the performance of Contractor's duties and obligations under this Agreement, whether on claims for breach of contract, warranty, negligence, tort (including strict liability) or otherwise, shall not exceed County's actual, direct damages, not to exceed the total fees set forth in Exhibit "A." It is agreed by the parties that this sum is reasonable under all the circumstances. **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. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS SUBJECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION F(20), BREACH OF CONTRACTOR'S OBLIGATIONS UNDER EXHIBIT "J," OR THAT ARISE OUT OF CONTRACTOR'S WILLFUL, RECKLESS OR WANTON MISCONDUCT OR CONTRACTOR'S BAD FAITH CONDUCT.**

5. TERMINATION.

- a) **Generally.** County may terminate this Agreement for cause in the event Contractor does not cure, or create a mutually agreeable action plan to cure, an alleged material breach of this Agreement within forty-five (45) days' notice thereof. County may terminate this Agreement without cause upon ninety (90) calendar days prior written notice to Contractor.
- b) **Funding.** 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 will 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 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 will 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 will 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:

Business & ERP Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 220
Los Alamos, New Mexico 87544

Contractor:

Attn: Associate General Counsel
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 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. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
9. **INVALIDITY OF PRIOR AGREEMENTS:** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Licensed Property and Services described herein and expresses the entire agreement and understanding between the parties with reference to said Licensed Property and Services. In the event the parties mutually agree to an adjustment in scope, including but not limited to the addition of software, services or travel in excess of the scope set forth in Exhibit "A" and described in Exhibit "G," or if the parties agree to modify or change the Agreement in any other way, consistent with applicable procurement and appropriations laws, the parties must document that in writing, and it will not be binding until approved in writing by authorized representatives of both County and Contractor. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee. 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 Services described herein in accordance with a standard consistent with the industry standard of care for performance of the Services.
- 14. DELIVERABLES AND USE OF DOCUMENTS.** All Project documentation developed for County in accordance with Exhibit G, including project plans, shall be owned by County for use consistent with the terms of this Agreement. However, Contractor shall retain ownership of all intellectual property rights in and to the Licensed Property under this Agreement and any Deliverables Contractor provides to County in accordance with Exhibit "G." Nothing herein shall be understood as a work-for-hire provision.
- 15. E-VERIFY.** Contractor has complied, and will 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.
- 16. 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.
- 17. 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. The County's data shall not be used by the 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.
- 18. APPLICABLE LAW.** Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies 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.
- 19. 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.

- 20. 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.

Contractor will defend County against any third party claim(s) that the Licensed Property infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). 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 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 Property and the claim would have been avoided had County installed and used the current version of the Licensed Property, after Contractor made that version available and advised County that it must install it to avoid an infringement claim; (b) combining the Licensed Property with any product or device not provided, contemplated, or approved by Contractor; (c) altering or modifying the Licensed Property 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 Property in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Licensed Property 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 Property, Contractor may, at Contractor's expense and without obligation to do so, either: (f) procure for you 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 will stop running the allegedly infringing Licensed Property immediately. If, as a result of an infringement or misappropriation claim, County's use of the Licensed Property is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement), Contractor will, at its option, either: (i) procure the right to continue its use; (j) modify it to make it non-infringing; (k) replace it with a functional equivalent; or (l) terminate County's license and refund all license fees paid for the infringing Licensed Property.

- 21. 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.

- 22. 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.

23. 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.

24. 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 Los Alamos County Code.

25. 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.

26. CONFIDENTIALITY

Confidential Information Disclosure Statement. The Confidential Information Disclosure Statement in Exhibit "J," attached hereto and incorporated herein by reference for all purposes, 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.

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

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

29. DISCLAIMER. The warranties set forth herein are in lieu of all other warranties. To the maximum extent permitted under applicable law, 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, the implied warranties of merchantability or fitness for a particular purpose.

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

| | |
|-----------|-----------------------------------|
| Exhibit A | Product and Rate Schedule |
| Exhibit B | Service Level Agreement |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Support Call Process |

| | |
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| Exhibit D | DocOrigin and BMI End User License Agreement and Technical Documentation |
| Exhibit E | Los Alamos Technology Standards |
| Exhibit F | SOW Tasks, Phases and Timeline Chart |
| Exhibit G | Statement of Work |
| Exhibit H | Functional Requirements Matrix |
| Exhibit I | In Scope Program Modifications |
| Exhibit J | Confidential Information Disclosure Statement |
| Exhibit K | Contractor's Business Travel Policy |
| Exhibit L | Invoicing and Payment Schedule |

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 date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

SHARON STOVER
COUNTY CLERK

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

Approved as to form:

REBECCA W. EHLER
COUNTY ATTORNEY

TYLER TECHNOLOGIES, INC.

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