



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES 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 **Quicket Solutions, Inc.**, a Delaware corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes February 18, 2026 ("Effective Date").

WHEREAS, the County Purchasing Officer 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. 26-06 ("RFP") on October 12, 2025, requesting proposals for Court Case Management Software ("Software" or "CMS") Software as a Service ("SaaS"), as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated December 1, 2025 ("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 February 17, 2026; and

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

NOW, THEREFORE, 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. Where a definition is not defined, the standard meaning applies:

1. "API" means Application Programming Interfaces.
2. "AWS" means Amazon Web Services, Inc., a subsidiary of Amazon that provides on-demand cloud computing platforms and APIs to individuals, companies, and governments, on a metered, pay-as-you-go basis.
3. "AWS GovCloud (US)" means AWS' on-demand cloud computing platform designed to allow U.S. government agencies and customers to address regulatory and compliance requirements for cloud data.
4. "CJIS Security Policy" means the Federal Bureau of Investigations (FBI) Criminal Justice Information Services Security Policy.
5. "Contractor Project Manager" means the Contractor employee assigned by Contractor to represent Contractor to serve as a primary point of contact to manage the overall Project

Implementation, help coordinate Project Implementation tasks, and maintenance of the Platform.

6. "County Project Manager" means the County employee or designee assigned by County to represent County to serve as a primary point of contact to manage the overall Project Implementation, help coordinate Project Implementation tasks and maintenance of the Platform.
7. "Customer Data" means all data submitted to Contractor's Software and Services by County or its authorized Users in the course of using the Software and Services, including any related documentation, copies, modifications and derivatives of the foregoing and all related copyright, patent, trade secret and other proprietary rights therein.
8. "Documentation" means Contractor materials describing the Software and Services, including product technical manuals and online information and help facility descriptions.
9. "Equipment" means any payment processing hardware provided by Contractor for use with the Software and Services.
10. "Previous Sequential Release" means a release of Software which has been replaced by a subsequent Release of the same Software. A Previous Sequential Release will be supported by Contractor for a period of only one (1) year after release of the subsequent Release.
11. "Project Team" means the County and Contractor employees assigned to assist with Project Implementation.
12. "SaaS" means Software as a Service.
13. "Service" means the collective term used for Contractor's modules and/or other SaaS platforms and solutions.
14. "Software" means the standard version of the software program or programs marketed and licensed by Contractor. Software includes machine readable (object) code, except for certain Software which Contractor may elect to supply in source code format. Software includes any Updates or Upgrades of the Software, as defined in this Agreement, applied by Contractor to the Software and Services during the Term.
15. "SLA" means Service Level Agreement.
16. "Users" means County and its employees, contractors, members, and agents.

SECTION B. EXHIBITS: The following Exhibits listed here relate to the Services described herein, are referenced throughout, and are attached hereto and made a part hereof for all purposes. In the event there is any conflict or ambiguity between a provision in this Agreement and any of the Exhibits hereto, this Agreement shall govern.

1. Exhibit A – Compensation Rate Schedule
2. Exhibit B – Platform and Software Functional Specifications
3. Exhibit C – County Technology Standards
4. Exhibit D – Service Level Agreement
5. Exhibit E – Technical Support Policy
6. Exhibit F – Confidential Information Disclosure Statement
7. Exhibit G – Sample Amendment Template

SECTION C. SERVICES:

1. **Licensing/Subscription.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to County a limited, revocable, non-exclusive, non-transferable, non-

sublicensable, subscription-based license to (i) run and use the Software and Platform during the term of this Agreement only in connection with the Services and solely for County's governmental purposes; and (ii) use the Documentation in connection with such use of the Software and Platform.

2. **Ownership.**

- 2.1. **Contractor Ownership.** Ownership of the Equipment, the Software and Services (excluding County Data), any Contractor-developed Documentation (in whole or in part), and all related Intellectual Property Rights, are the exclusive property of Contractor and its licensors. Contractor reserves all rights not expressly granted to County in this Agreement. There are no implied rights. Except as contemplated under this Agreement, County shall not (i) use, disclose or provide any Software or related Contractor Documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to Contractor's products or business, to any other party, except as permitted under this Agreement or any supporting documentation, (ii) attempt to or knowingly permit or encourage others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover the source code to the Software except permissible by applicable law despite such prohibition, or (iii) use the Software and Services for the benefit of any third party without the express prior written consent of Contractor. County shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software by County, authorized Users to whom it makes the Software available, and shall not reproduce on any copies of Software, and not cause or direct the removal of any titles, trademarks, copyright and other proprietary or restrictive legends or notices.
- 2.2. **County Ownership.** As between Contractor and County, all devices (other than Equipment), County and other data submitted to the Software and Services by County ("Customer Data") in the course of using the Software and Services, is owned by County and shall be considered by Contractor as County's Confidential Information, together with any related documentation, copies, modifications and derivatives of the foregoing and all related Intellectual Property rights in the foregoing. Unless it receives County's prior written consent, Contractor shall not access or use any Customer Data other than as necessary to accomplish the services to be provided by Contractor. There are no implied rights. Contractor shall not (i) use, disclose or provide to any other person any Customer Data or other related County documentation (or any modifications or derivatives thereof) or any other confidential or non-public information related to County or County's activities, (ii) attempt to or knowingly permit others to attempt to alter, reverse engineer, disassemble, decompile, decipher or otherwise decrypt or discover Customer Data or any County Confidential Information, or (iii) modify any Customer Data without prior express written consent from County. Contractor shall take all commercially reasonable precautions to prevent unauthorized or improper use or disclosure of the Customer Data by Contractor or its employees.

3. **System Users and Use.**

- 3.1. Contractor provides a limited, revocable, non-exclusive, and transferable license to the County for an unlimited number of users, for the term of this Agreement, and will be assigned by County, to remotely access and use the Software and, unless prohibited by law, will provide access to any person designated by County. In addition to all requirements stated in Exhibit B and Exhibit C, Software shall, at a minimum, conform to the following: System Administrators and Users shall have the ability to access the Software through individual User accounts. County System

Administrators shall have the ability to assign accounts and permission levels to other System Administrators and Users.

- 3.2. **Users.** The System shall provide secure, browser-based access from any computer, tablet, or mobile device, with role-based access control and encrypted credentials. Granular permissions allow precise control over what each user or department can access and modify. The Subscription allows for unlimited users, user types shall be defined through the implementation process.

3.2.1. County shall permit only its authorized employees to register as Users and to use the Software and Services. County also shall ensure that all such Users comply with the limitations and restrictions in this Agreement.

3.2.2. Only the User who is registered on a given User account may use that account to access and use the Software and Services. County, in its sole discretion, shall require Users to take appropriate steps, which shall be no less protective than County's standard operating procedures governing access to County's other information technology systems, to secure their passwords and any other access credentials provided to the User and required for access to the Software and Services.

3.2.3. County shall be responsible for all activities that occur on any User account. County shall notify Contractor promptly of any known or suspected unauthorized use of any User account, User name, or password, and of any other known or expected significant breach of security or confidentiality with respect to the Software and Services or Documentation (which shall include the loss of control of any Equipment provided to County under this Agreement). For purposes of this provision, "significant breach" shall mean unauthorized access to and unauthorized change or download of any data in the Contractors Software and Services.

4. **Maintenance and Support Services.**

4.1. As part of the subscription fee, Contractor shall provide product maintenance and support as described in Exhibit D, Service Level Agreement, and Exhibit E, Technical Support Policy. Contractor may amend this Technical Support Policy from time to time, providing prior written notice via email, support portal notifications, or other reasonable mass communication methods. Any such revisions, however, will not result in a material reduction of maintenance or support services during the term of the Agreement.

4.2. Contractor shall provide software updates and upgrades as they are developed, tested, and deemed ready for delivery. These updates and upgrades are provided at no additional cost. Updates and upgrades do not include new services, programs, modules, or any expansion of services beyond the County's current subscription. Any additional services or system expansions will require a formal amendment to this Agreement.

4.3. Support is available through multiple channels, including a toll-free phone line, email, and portal ticketing. Software updates and patches are deployed according to a quarterly major and monthly minor release schedule, with all releases fully tested prior to deployment. In the event of a service-level agreement (SLA) violation, service credits will be applied to the following billing cycle to ensure accountability and transparency.

4.4. Contractor shall use commercially reasonable efforts to make sure the Software is available 99% of the time for each calendar month during the term of this Agreement, as defined in Exhibit D.

5. **Warranty.** Contractor warrants that the Software substantially conforms to the functional descriptions and technical specifications set forth in Exhibit B for the term of this Agreement. If Software does not perform, Contractor shall use reasonable efforts consistent with industry standards, to cure the material Defect, as set forth in the Support Services described in Exhibit E. Throughout the term of this Agreement, Contractor shall correct, at no additional cost, any reproducible defects or material deviations from the documented functionality, as set forth in Exhibit B. This warranty includes ongoing maintenance, bug fixes, updates, and performance-related corrections to ensure continuous, reliable operation of the Service. If Software does not perform as warranted, Contractor shall use reasonable efforts, consistent with industry standards to cure the material defects or provide County with a functional equivalent at no additional cost.
6. **Compliance with Laws, Regulations and Adherence to Standards.** Contractor and Contractor's Software shall, throughout the term of this Agreement, comply with any and all applicable provisions of local, state, or federal law. Contractor is responsible for ascertaining applicable legal and compliance requirements and shall review data privacy laws on at least an annual basis and maintain information security audits with independent external parties to verify and monitor relevant standards, regulations, and legal contractual statutory requirements. Contractor's Services and Software shall be provided to County in accordance with industry standards and County Technology Standards, as described in Exhibit C.
7. **Data Security.** Contractor shall maintain a comprehensive, multi-layer security architecture to provide statutory compliance, data protection, secure hosting, disaster recovery, and operation continuity. At a minimum, Contractor's Cloud Service Provider data centers shall be located within the United States, utilizing AWS GovCloud and shall include security and disaster recovery protocols consistent with industry standards as described as further described below:
 - 7.1. **Compliance with Statutory Requirements for Data.** Contractor's Solution shall comply with all applicable federal, state, and local requirements governing the handling, storage, retention, and access to court and criminal justice information. This includes but is not limited to, adherence to the FBI CJIS Security Policy; state-level judicial and court data confidentiality laws; federal standards such as Federal Information Processing Standard ("FIPS") 140-2 validated cryptographic modules and NIST 800-series guidance; New Mexico statutes regarding judicial records, data handling, and public access; and any applicable County IT security policies. Required security updates, including cryptographic standard transitions are implemented at the platform level and do not disrupt court operations, workflows, or day-to-day system usage, these updates are managed by AWS GovCloud.
 - 7.1.1. **Security Measures, Disaster Recovery, and Continuity Planning.** Contractor shall employ robust administrative, technical, and physical safeguards to protect the system and County data. These measures shall include role-based access control, multi-factor authentication, least-privilege user assignments, network segmentation, intrusion detection, real-time monitoring, continuous audit logs, endpoint hardening, and routine third-party penetration testing. Data is backed up nightly and stored in encrypted, geo-redundant U.S.-based locations. Contractor's disaster recovery plan includes secondary failover environments, a Recovery Time Objective (RTO) of four (4) hours or less, and a Recovery Point Objective (RPO) of one(1) hour or less.

The disaster recovery and business continuity plans are tested annually to ensure readiness for service interruptions, regional outages, or cyber events.

- 7.1.2. **Cloud Hosting Provider, Data Center Information, and Compliance.** Contractor utilizes a U.S.-based cloud service provider with SOC 1 Type II, SOC 2 Type II, ISO 27001, and CJIS-capable hosting environments. All data centers used are physically located within the United States and meet Tier III or higher facility standards. The infrastructure includes redundant network paths, multi-provider internet connectivity, 24/7 surveillance, biometric access controls, strict environmental systems, and controlled physical access. No County data is hosted, processed, or transmitted outside the United States.

- 7.1.2.1. Transmission of County Data through the Contractor's Software and Services shall utilize industry standard and the Federal Bureau of Investigation Criminal Justice Information Services Division certified encryption techniques. In the event Contractor processes or accepts third party payments made to or for the benefit of County, Contractor shall meet or exceed all applicable Payment Card Industry ("PCI") standards and maintain PCI certification of its payment application, platform or portal.

- 7.1.2.2. If a third party claim or action is brought against County as a result of any security breach that results in misuse or improper access to any County Data due to Contractors' or its applicable vendor(s) acts or omissions, Contractor shall defend, indemnify and hold harmless County and against such third party claim and any resulting costs, damages and attorneys' fees arising out of or reasonably incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement as a result of such claim, provided that (i) County promptly notifies Contractor in writing of the claim, and (ii) Contractor has sole control of the defense and all related settlement negotiations, provided that no settlement of a claim binding County shall be entered into without the consent of County as applicable and provided that County may participate in the defense and settlement of any such claim at its own cost; (iii) County reasonably cooperates in any investigation, defense or settlement of such claim or action. Contractor shall procure insurance coverage for any claims made by third parties as described in the Section 7.1.2.1, and Contractor shall provide an endorsement to such insurance policy which names County as an additional insured. Such insurance coverage shall be primary and non-contributory as to all other County's insurance.

- 7.1.3. **Encryption Algorithms Used.** Contractor utilizes industry-standard, FIPS-validated encryption for all data stored, transmitted, or backed up within the system. This includes AES-256 encryption at rest, TLS 1.2+ encryption for all data in transit, SHA-256 hashing for sensitive credential components, and the use of FIPS 140-2 validated cryptographic modules wherever applicable. Encryption is applied uniformly to all data, including database contents, file storage, backups, and API-driven integrations.

- 7.1.4. **Breach Notification Policies and Procedures.** Contractor's formal incident response plan shall be aligned with NIST standards throughout the term of this

Agreement. In the event of a security incident involving County data, Contractor shall immediately initiate containment and investigation procedures, notify the County within twenty-four (24) hours of the identification of the breach of data security and (ii) provide a Contractor point of contact, available to County by telephone, text or email, with a response time of not more than two (2) hours after delivery of the notice, until such time as the root cause of the data security breach is identified and the vulnerability fixed. Provide all relevant details regarding the incident and continue communicating until resolution. A written post-incident report will be supplied to the County as soon as reasonably possible documenting the material cause or material causes of the incident, corrective actions taken, and recommended preventive measures. Contractor shall cooperate with County personnel and law enforcement for any incident involving County data.

- 7.2. **Data Ownership.** All data uploaded, entered, processed, or generated by County remains the exclusive property of the County. Contractor obtains no ownership rights and uses County data solely for the purpose of providing the Services. County remains responsible for the accuracy, legality, and authorized use of all data within the Solution.
 - 7.3. **Data Extracts, Access and Retrieval.** Contractor shall provide full data extract capabilities at any time upon County's request. Data can be delivered in CSV, JSON, MSSQL-compatible, or other agreed-upon formats. Contractor supports data access via ODBC, secure API, or alternative methods depending on County preference and technical requirements. There are no proprietary restrictions on data access, and Contractor affirms the ability to provide complete data sets as soon as reasonably possible but no later than 48-hours after the County makes the request for the data.
 - 7.4. **Public Records Requests and Legal Discovery.** Contractor shall timely provide any other records requested by County for response to Public Records Inspection requests under NMSA 1978, Chapter 14, Article 2. The system includes comprehensive search, filtering, and export capabilities for case information, documents, metadata, and audit logs. Contractor provides tools and assistance to retrieve data accurately, efficiently, and in formats appropriate for legal and administrative use.
 - 7.5. **Data Return and Destruction Upon Termination.** Upon termination of Services, Contractor shall provide County with a complete export of all data in CSV, MSSQL-compatible, or another mutually agreed-upon format. A data reader or utility will be provided if necessary to facilitate readability and navigation of the exported data. After successful transfer, Contractor shall securely delete any remaining County data from its systems and certify destruction. In the event of Contractor ceasing operations, County would still receive complete data exports through maintained, encrypted offsite backups, ensuring continuous access to all County-owned information.
8. **Software Functional Descriptions and Technical Specifications.** Contractor warrants that the Platform shall be without material Defect(s) for the term of this Agreement and shall substantially conform to the Platform Functional Specifications set forth in Exhibit B and applicable County's Technology Standards set forth in Exhibit C, or their functional equivalent. If Platform does not perform as warranted, Contractor shall use reasonable efforts consistent with industry standards, to cure the material Defect. Should Contractor be unable to cure the

material Defect, County may terminate this Agreement as described in Section W, and Contractor shall issue a prorated refund to County of any pre-paid fees for Services after the effective date of termination. Parties agree that termination is not County's only remedy for Contractor's failure to comply with the terms, conditions, and obligations stated herein.

9. **Integration with County Systems.** Contractor shall provide bi-directional data integration with Tyler Munis via API or batch file interfaces as determined by County. The CMA shall provide eCitation ingestion from the County's records management system enabling seamless import of citations and incident data directly into the case management workflow.
10. **Migration.** Contractor shall perform a full migration of the County's existing twenty-five (25) GB Oracle database, containing over seventy-five (75) years of historical case data, while ensuring data integrity, accuracy, and continuity. The Migration methodology shall include validated processes, rigorous testing, and post-migration verification.
11. **Project Initiation Meeting.** Contractor shall, within seven (7) business days from the Effective Date of an Agreement, schedule a virtual format Project Initiation Meeting with the County's Project Manager and designated County staff ("Project Team") at a date, time, and format to be agreed upon by both Parties. Contractor shall provide any deliverables to be prepared in advance, and a proposed agenda with any additional topics to be addressed during the Project Initiation Meeting. As part of the Project Initiation Meeting, the Parties shall, at a minimum:
 - 11.1. Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task conforming substantially to Contractors Proposed Project Plan and Schedule, described herein in Section C(11).
 - 11.2. The Project Plan and Schedule shall include, at a minimum, due dates for deliverables, Project phases, and milestones.
 - 11.3. Introduce Project Team members and identify key stakeholders and assign resources to perform Project implementation tasks.
 - 11.4. Review the scope of work and identify any Project issues to be addressed in the course of the Project.
 - 11.5. Establish communication protocols, meeting frequency, and meeting format, with meetings occurring online in a virtual format.
 - 11.6. Identify document format and data transfer methods between Contractor and Project Team related to the performance of the Agreement.
 - 11.7. Schedule an on-site visit as applicable, contingent upon scheduling and completion of the Project Initiation Meeting.
 - 11.8. Conduct high-level requirements discussion for CMS including, forms, reports, integrations, review systems, and discuss key processes. Discuss high-level workflow and configuration requirements.
 - 11.9. Contractor shall provide detailed and complete written documentation of this meeting and a Project Plan and Project Schedule to the County within ten (10) business days of the meeting. The Project Plan and Project Schedule shall be subject to the County Project Manager review and approval and Project Implementation shall commence only after the County approval of the Project Plan and Project Schedule, which may be adjusted throughout Project implementation upon mutual written agreement of both Parties.
12. **Project Implementation and Training.** Contractor shall commence implementation and associated training on a mutually acceptable date as identified on the approved Project Plan and Project Schedule, promptly following the Project initiation meeting. Implementation and training Services shall be provided by Contractor remotely off-site, with the exception of the

on-site visit described above, unless otherwise requested by County and mutually agreed to by both Parties, Contractor shall perform Services at the rates specified in Exhibit A. Contractor shall complete implementation and training pursuant to the Project Schedule and Project Plan approved by the Parties with a successful implementation and Launch to occur no later than, October 4, 2026, unless extended by County in writing. Contractor shall provide County, at a minimum, the following implementation Services, fees for which shall be charged in accordance with Exhibit A:

- 12.1. **Phase 1.** Within **Twenty (20)** calendar days after the conclusion of the Project Initiation Meeting described in Section C(11) above, Contractor shall collect and review data from County and initiate a data gathering session to gather integration and configuration requirements from County.
 - 12.1.1. **Project Start (Phase 1.1) - Project Initiation. Anticipated completion date 2.25.2026.** Project Initiation Meeting shall be held as described herein in Section C(11).
- 12.2. **Planning & Discovery.** Contractor shall hold multi-day internal sessions based upon the information Contractor collects from County during Project Initiation meeting to develop resource, development and integration plans for the on-site visit.
 - 12.2.1. **Requirements Gathering and Data (Phase 1.2) Anticipated completion date 3.23.2026.**
 - 12.2.1.1. Contractor shall initiate a consultation and conduct detailed requirements gathering between Project Team members via the onsite visit.
 - 12.2.1.2. Contractor shall gather all integration and related data element requirements, forms/reports and workflow requirements.
 - 12.2.1.3. Contractor shall coordinate an introduction meeting with all third-party vendors for integration purposes.
 - 12.2.2. Review existing workflows, forms, codes, and integration needs.
 - 12.2.2.1. Based on integrations, forms/reports, and workflow elements, Contractor shall determine checkpoints for development, configuration and integration of the CMS.
 - 12.2.2.2. Weekly in-depth review via virtual meeting format. Contractor shall provide updates on project board with deliverables.
 - 12.2.3. Establish timeline, milestones, and communication plan.
 - 12.2.3.1. Contractor shall finalize the estimated timeline for development, configuration and integration based on all final requirements. Review deliverables under Phase 2. Compile all information to finalize work plan under Phase 2.
 - 12.2.3.2. County shall provide written approval to proceed with Phase 2 services upon acceptance of the work plan for Phase 2 as presented by Contractor.
 - 12.2.4. **Data Conversion**
 - 12.2.4.1. Contractor shall perform full data migration, including mapping, transformation, cleansing, and validation.
 - 12.2.4.2. Contractor shall conduct multiple test runs with stakeholder feedback before go-live.
- 12.3. **Phase 2.** Within **Five (5)** calendar days after the conclusion of the Phase 1 above, Contractor shall schedule and hold a meeting with County to review estimated timeline and developed checkpoint driven deliverables including prioritization of integrations, forms/reports, and other deliverables as agreed upon by the Parties.

12.3.1. Development, Configuration & Integration (Phase 2.1) Anticipated completion 08.21.2026.

12.3.1.1. Build tailored workflows, form automations, hearing types, and case types.

12.3.1.1.1. Contractor shall configure the CMS environment for County use based on agreed-to requirements from Phase 1 and checkpoint deliverables.

12.3.1.1.2. Contractor shall develop forms and reports.

12.3.2. Integrate with police records management systems, payment processors, and other partners.

12.3.2.1. Contractor shall initiate integration configuration with third-party providers, prioritizing integrations as agreed upon by the Parties.

12.3.2.2. Contractor shall develop or customize APIs as needed.

12.3.2.3. Contractor shall schedule review by Parties of deliverables and advancement to the next Phase.

12.3.3. Testing, and User Acceptance (Phase 2.2) – Anticipated completion 09.21.2026

12.3.3.1. Contractor shall setup all users (groups, users, permissions) as defined during discovery and configuration efforts.

12.3.3.2. Contractor shall setup environments for testing and production.

12.3.3.3. Contractor shall develop a list of testing plans, workflows to test on all interfaces and hardware offline and online and deliver to County for review and approval.

12.3.3.4. Contractor shall provide to County User Acceptance Testing (UAT) environment for County Project Team to review and approve each deliverable as defined in Phase 2.1.

12.3.3.5. Review of and approval of all deliverables through Phase 2.2 by the Parties, County to provide written approval upon acceptance of deliverables through Phase 2.2.

12.3.4. Training (Phase 2.3) Anticipated completion 10.5.2026, shall occur concurrently with Go-Live activities.

12.3.4.1. Contractor shall perform training (on-site) for each deliverable either simultaneously or separately as determined by advancement of each delivery from Phase 2.2

12.3.4.1.1. Role-based training for clerks, judges, prosecutors, and law enforcement.

12.3.4.1.2. In-person and virtual sessions supported by detailed user guides and sandbox access.

12.3.4.2. Feedback incorporated before system launch. Contractor shall provide any needed updates to user permissions.

12.3.4.3. Contractor shall plan for secondary training if needed for each deliverable.

12.3.4.4. County shall provide written approval upon acceptance of deliverables through Phase 2.3.

12.3.5. Go-Live & Post-Go-Live Support (phase 2.4)

12.3.5.1. **Identify a Go Live Date, prior to October 4, 2026.**

12.3.5.2. Contractor shall provide full on-site and remote support during go-live week.

12.3.5.3. Contractor shall develop transition plan from implementation team to post go-live support.

- 12.3.5.3.1. 24/7 support available post-launch.
 - 12.3.5.4. Contractor shall provide a dedicated engineer assigned for ongoing maintenance and enhancements.
 - 12.3.5.5. Contractor shall provide sixty (60)-days post Go-Live Management/Operation review.
13. **Project Management.** Contractor shall provide experienced, competent, and knowledgeable staff to provide Project management services for successful implementation, which may include, but may not be limited to Project planning in coordination with County's Project Manager; data transfer from County's current records, Project monitoring, control, and reporting; Project development and execution of tasks; scope management; risk management; and Project scheduling.
- 13.1. County and Contractor shall designate in writing a 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.
 - 13.2. Contractor's Project Manager shall be the dedicated point of contact to work with County to establish goals, processes, launch dates, and to develop project timelines as well as monitor project status, provide recommendations for re-engagement as needed, coordinate delivery of services and software implementation, and assist with best practices, training options, and provide recommendations upon County request.
14. **Additional, Optional and Future Functionality and Services.** Contractor may continually develop, alter, deliver, and provide to the County ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Upon County request, and at County's sole discretion, Contractor shall provide additional, optional, managed, and professional services and training as described below in accordance with the fees and rates specified in Exhibit A.
- 14.1. **No Cost Offerings.** Contractor as a part of the Services and Software, throughout the term of this agreement may offer at no additional cost to the County, ongoing system enhancements.
 - 14.2. In addition to the additional Services and Software identified in Section C(14.1) above, upon County's request and at County's sole discretion and approval, Contractor shall, throughout the term of this Agreement provide additional and optional services as described in Exhibit A.
 - 14.3. **Possible Future Replacement or Implementation of Integrated Systems.** Contractor shall provide integration support with future County systems or replacements, with professional services priced on an hourly basis as identified in Exhibit A.
 - 14.4. **Additional Services.** Contractor may, upon mutual agreement evidenced by a written authorization approved by the County Manager and on a per-project basis, provide other managed and professional services as described in Exhibit A. However, in no case shall the cost of the additional services exceed the not to exceed amount identified in Section (E)(1).
 - 14.5. All travel authorized by County must comply with the procedures in Exhibit A.

SECTION D. TERM: The term of this Agreement shall commence February 18, 2026, and shall continue through February 17, 2041, unless sooner terminated, as provided herein.

SECTION E. COMPENSATION:

- 1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED SEVENTY-THREE THOUSAND SIXTY-SIX

AND 55/100 DOLLARS (\$373,066.55), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the compensation rate schedule set out in Exhibit A, attached hereto and made a part hereof for all purposes.

- a. **Annual Software Fees.** County shall pay Annual Software Fees for a total not-to-exceed amount for the term of this Agreement, as outlined in Exhibit A, Table 1, in the amount of TWO HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED SIXTY-SIX AND 55/100 DOLLARS (\$245,566.55), which amount does not include applicable NMGRT.
 - b. **Project Implementation and Management.** County shall pay one-time compensation for Project Implementation and Management Fees, as outlined in Exhibit A, Table 2, following County's written acceptance of Project Implementation in the amount of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00), which amount does not include applicable NMGRT.
 - c. **Travel Fees.** County shall pay pre-approved Travel Fees at actual cost, as outlined in Exhibit A, Table 3, in an amount not to exceed FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00), which amount does not include applicable NMGRT.
 - d. **Additional Optional Training, Integration and Professional Services.** At any time during the term of this Agreement, County may request Additional Optional Training and Professional Services at County's sole option in accordance with the Compensation Rate Schedule in Exhibit A, Table 4 in a total not-to-exceed amount for the term of this Agreement in the amount of TWENTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$22,500.00), which amount does not include applicable NMGRT.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section E(1) herein, unless approved by amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an amendment to this Agreement, pursuant to Section AG. This provision shall not be construed to conflict with County's discretion to determine when Contractor's optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of all additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
3. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager, no more frequently than monthly, showing the amount of compensation due, amount of any NMGRT, and total amount payable under this Agreement. Contractor shall invoice Project Implementation and Management fees after successful Launch as defined herein. Contractor shall invoice Annual Software Fees for Year 1 of this Agreement in accordance with the milestones defined in Exhibit A, and annually on the anniversary of the effective date thereafter. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION F. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION G. 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 shall 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.

SECTION H. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall 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 that meets the industry standard of care for performance of the Services.

SECTION I. DELIVERABLES AND USE OF DOCUMENTS:

All **County-Specific Deliverables** produced by Contractor under this Agreement that consist solely of **County Data, County-configured reports, County-requested data exports, or County-specific documentation** (collectively, "County Deliverables") shall be deemed **works made for hire** for County, and to the extent not deemed a work made for hire under applicable law, Contractor hereby assigns to County all right, title, and interest in such County Deliverables.

For clarity, **County Deliverables expressly exclude** and do not include:

- i. the Software, Platform, or Services;
- ii. any configurations, workflows, schemas, templates, scripts, APIs, integrations, automation logic, or business rules that are generalizable or reusable;
- iii. any software enhancements, modifications, updates, upgrades, or improvements to the Software or Platform;
- iv. Contractor's methodologies, processes, tools, know-how, or technical frameworks; and
- v. any deliverables or materials that incorporate or are derived from Contractor's pre-existing or independently developed intellectual property (collectively, "Contractor IP").

Contractor retains **all right, title, and interest** in and to all Contractor IP, including all enhancements, improvements, and derivative works thereto, whether developed before, during, or after the performance of Services under this Agreement. Nothing in this Agreement shall be construed to transfer ownership of the Software, Platform, or Contractor IP to County.

Except as expressly provided herein, Contractor may use, reproduce, modify, commercialize, and incorporate Contractor IP and generalizable learnings developed in the course of providing the

Services into its products and services, provided that such use does not disclose County Confidential Information or County Data.

SECTION J. 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.

SECTION K. 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. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain 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.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **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.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

SECTION L. 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 County at any reasonable time upon request.

SECTION M. DUTY TO ABIDE: 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.

SECTION N. 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.

SECTION O. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION P. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION Q. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION R. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents, representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION S. 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; provided, however, that the party failing to perform shall (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts

to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION T. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Contractor may assign this Agreement without such consent to: (i) an Affiliate; or (ii) a successor entity in connection with a merger, consolidation, reorganization, sale of substantially all assets, or other change of control of Contractor, provided that such successor or Affiliate assumes all obligations of Contractor under this Agreement in writing and is not a direct competitor of County.

SECTION U. 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.

SECTION V. 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 shall 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.

SECTION W. TERMINATION:

1. **Generally.** The County Manager may terminate this Agreement, in whole or in part, with or without cause, upon thirty (30) days' prior written notice to Contractor.

Upon any termination by County pursuant to this Section:

- i. County shall pay Contractor for all Services performed through the effective date of termination in accordance with this Agreement and Exhibit A, including Services performed pursuant to any approved Project Plan or Project Schedule;
- ii. County shall pay Contractor for any partially completed milestones on a pro-rated basis, determined in good faith based on the percentage of completion as of the termination date;
- iii. County shall reimburse Contractor for all reasonable, non-cancelable costs and commitments incurred prior to the effective date of termination in reliance on this Agreement, to the extent such costs are consistent with Exhibit A or otherwise approved by County;
- iv. County shall pay all undisputed amounts previously invoiced and outstanding as of the effective date of termination.

Contractor shall submit a final, itemized invoice within thirty (30) days following the effective date of termination. County shall pay all undisputed amounts within thirty (30) days of receipt of such invoice and shall not unreasonably withhold or delay payment.

2. **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.

SECTION X. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Court Administrator
Incorporated County of Los Alamos
2500 Trinity Drive, Suite C
Los Alamos, New Mexico 87544
E-mail: juanita.mcniel@losalamosnm.gov

Contractor:

Corporate Secretary
Quicket Solutions, Inc
1 S. Dearborn Street, Floor 20
Chicago, Illinois 60603
E-mail: legal@quicketsolutions.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: ~Attorney@losalamosnm.gov

SECTION Y. INVALIDITY OF PRIOR AGREEMENTS AND ENTIRE AGREEMENT:

1. This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Services described herein, and expresses the entire Agreement and understanding between the Parties with reference to said Services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.
2. Regarding the Services described herein, this Agreement shall supersede, now and in the future and without limitation, any terms or conditions on Contractor's website, terms and conditions referenced on Contractor's quote or invoice, or any other Contractor terms and conditions not expressly agreed to and properly authorized by the Parties in writing. For clarity, no "click-through," "click-and-accept," "web-wrap," or other similar agreements or terms whether before, on, or after the date of this Agreement, will be effective to add to or modify the terms of this Agreement, regardless of any party's acceptance of those terms by electronic means.

SECTION Z. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION AA. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION AB. 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.

SECTION AC. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AD. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AE. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the Parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AF. CONFIDENTIAL INFORMATION: 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 F. The Confidential Information Disclosure Statement shall 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.

SECTION AG. MODIFICATION OF AGREEMENT AND AMENDMENTS:

1. This Agreement shall be modified only by mutual written consent of the Parties. No modification of, amendment, or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both Parties. All other provisions of this Agreement shall govern any amendment to this Agreement except for those provisions otherwise explicitly modified and mutually agreed-upon through the amendment.
2. County may at any time, as the need arises, request additional and optional services and functionality described herein without invalidating this Agreement. County reserves the right to Procure such additional and optional services and functionality consistent with County laws and policies. Parties agree to follow the Process for Requesting Optional Services or Functionality defined in Exhibit A, Table 6. For the purpose of clarity, requests for such additional and optional services and functionality shall be documented by and shall only be authorized through amendment to this Agreement, even if there is no change to the previously agreed-upon not-to-exceed compensation amounts stated herein or in any subsequent amendment. Parties shall use the Sample Amendment Template, or one substantially similar,

provided in Exhibit G.

3. If any changes to this Agreement increases or decreases the costs of the Services within the not-to-exceed compensation amounts provided herein or in any subsequent amendments, then an equitable adjustment to the amount of compensation due for the Services shall only be authorized by amendment to this Agreement, as mutually agreed to by County and Contractor.
4. Only the County Manager and/or County Council, as may be appropriate, shall have authority to authorize amendments to this Agreement on behalf of the County.
5. If changes to this Agreement increase the costs of the Services beyond the total not-to-exceed compensation amount specified in Section E, such an increase must be approved and authorized by an amendment to this Agreement, which shall also require approval by County Council.
6. Notwithstanding the foregoing, nothing in this Section shall be construed to conflict with the Project Manager's ability to authorize mutually agreed-upon changes to the Project Plan and Project Schedule during initial Software implementation, as described in Section C(11.9). Such Project Plan and Project Schedule changes may be authorized in writing by the Project Manager via memorandum, electronic mail, or a different mutually agreed-upon method.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) 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

MICHAEL D. REDONDO
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**QUICKET SOLUTIONS, INC, A DELAWARE
CORPORATION**

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

Exhibit A
Compensation Rate Schedule
AGR26-06

Contractor shall, throughout the term of this Agreement, provide Services, including additional optional products and Services, at the rates specified herein. All fees shown below are included in the not-to-exceed ("NTE") amount of this Agreement in Section E. Compensation.

Table 1. Annual Software License Fees

Annual Software Fees include, but are not limited to, the modules, apps and features offered by Contractor with its CMS subscription, all maintenance, future Software upgrades, unlimited customer support, and training during implementation.	
Contract Year	Fees – NTE*
Year 1 2/18/2026 – 2/17/2027	\$60,000.00 – Software Includes Training (Twenty-four (24) hours of on-site training)
Year 2 2/18/2027 – 2/17/2028	\$12,000.00
Year 3 2/18/2028 – 2/17/2029	\$12,000.00
Year 4 2/18/2029 – 2/17/2030	\$12,000.00
Year 5 2/18/2030 – 2/17/2031	\$12,000.00
Year 6 2/18/2031 – 2/17/2032	\$12,000.00
Year 7 2/18/2032 – 2/17/2033	\$12,360.00
Year 8 2/18/2033 – 2/17/2034	\$12,730.80
Year 9 2/18/2034 – 2/17/2035	\$13,112.72
Year 10 2/18/2035 – 2/17/2036	\$13,506.11
Year 11 2/18/2036 – 2/17/2037	\$13,911.29
Year 12 2/18/2037 – 2/17/2038	\$14,328.63
Year 13 2/18/2038 – 2/17/2039	\$14,758.49
Year 14 2/18/2039 – 2/17/2040	\$15,201.24
Year 15 2/18/2040 – 2/17/2041	\$15,657.28
Total	\$245,566.56

*Annual Software Fees beginning in Year 7 shall increase annually, the greater of 3% or the US Bureau of Labor Statistics Consumer Price Index (CPI-U) All Urban Consumers for all items less food and fuel. The amounts reflected above represent a 3% annual increase. Should the CPI Exceed 3% annual, the amount above will be replaced with the amount as adjusted by the CPI calculation. The CPI Calculation shall be submitted by Contractor to the County prior to January 31, each contract year. The calculation shall be made as of the proceeding twelve-month period ending December 31 for each year of the term in which a calculated CPI is required.

Table 2. Project Implementation, Integration and Management Fees

Descriptions	Fees - NTE
Fee includes all implementation and integration services described in Section C. Travel for the purposes of the Implementation is included in this fee.	\$90,000.00

Implementation Fees shall be billed upon County's acceptance of Phase completion, in accordance with the following milestones:

Phase 1.1 Completion: 25% of implementation fees. \$22.5K (25% of \$90K)
Phase 1.2 A Completion: 25% of implementation fees. \$22.5K (25% of \$90K)
Phase 1.2 H Completion: 50% of Year 1 software fees. \$30K (50% of \$60K)
Phase 2.2 Completion: 25% of implementation fees. \$22.5K (25% of \$90K)
Phase 2.3 Completion: Remaining 50% of Year 1 software fees. \$30K (50% of \$60K)
Phase 2.4 Completion: Remaining 25% of implementation fees, following County's acceptance of Go-Live. \$22.5K (25% of \$90K)

Table 3. Travel Fees

Descriptions	Fees - NTE
<p><u>Travel</u> County may, at County's sole option, request optional on-site post Go-Live training. Contractor's travel expenses may be charged at actual cost, provided such expenses are pre-approved in writing by the County Project Manager and copies of all travel expenses must accompany invoices submitted to County and shall only include those outlined in the *Travel Guidelines below.</p>	<p>Travel Expenses are capped at \$3,000.00 per person per week, Monday - Friday, which shall be prorated to a daily rate capped at \$600.00 per person per day Monday - Friday. County estimates a compensation amount for Travel in a total amount not to exceed \$15,000.00.</p>
<p><u>*County's Travel Guidelines</u> Contractor's travel may be charged at actual cost, provided copies of all travel expenses must accompany invoices submitted to County and shall only include the following:</p> <ol style="list-style-type: none"> 1. The most economical means of transportation shall be used, commercial airlines coach fare rates; 2. Business-related tolls and parking fees; 3. Rental car, taxi service or shuttle services; 4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service or a minimum of \$0.45 per mile; 5. Hotel or motel lodging, not to exceed \$250.00 base rate per night excluding tax; 6. Meals, per Los Alamos County Travel Policy, currently \$90.00 per diem daily for multi-day travel, or up to \$40.00 daily for one day travel; 7. Internet connectivity charges; 8. Any other reasonable costs directly associated with conducting business with County. 9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable. <p>Travel Expenses not allowed are as follows:</p> <ol style="list-style-type: none"> 1. Entertainment; in-room movies, games, etc. and 	

2. Alcoholic beverages, mini bar refreshments or tobacco products.

Table 4. Additional Training, Integration and Professional Services Fees

Descriptions	Fees - NTE
Optional Additional Training County may, at County's sole option, request optional post Go-Live training, in addition to the implementation training already stated above. Such training shall be provided to County for \$200.00/hour.	County estimates a compensation amount for Optional Training in a total amount not to exceed \$7,500.00 .
Optional Additional Integration Work County may, at County's sole option, request optional post Go-Live integration services, in addition to the integration effort stated above. Such integration work shall be provided to County for \$150.00/hour.	County estimates a compensation amount for Optional Integration in a total amount not to exceed \$7,500.00 .
Optional Additional Professional Services (project management, consultation, etc.) County may, at County's sole option, request optional post Go-Live Professional Services, in addition to the implementation effort stated above. Such Professional Services shall be provided to County for \$175.00/hour.	County estimates a compensation amount for Optional Professional in a total amount not to exceed \$7,500.00 .
Total	\$22,500.00

Table 5. Optional Products, Functionality and Services

Description
<p>County, at County's sole option, reserves the right to request from Contractor optional products, functionality, and services to enhance or improve County's court case management processes through the Software as those services and functionality become available throughout the Term of this Agreement, for which there may be additional implementation fees, licensing fees, or other professional services fees. County reserves the right to procure such optional products, functionality, and services consistent with County laws and policies.</p> <p>To request and implement any new optional services and functionality, as they become available to County, Parties agree to follow the process outlined in Exhibit A Table 5.</p> <p>All optional services and functionality shall be provided by Contractor to County at County request and upon mutual written agreement, subject to the provisions outlined in Section AG: Modification of Agreement and Amendments.</p> <p>Such optional products, functionality and services may include, but are not limited to the following:</p> <ol style="list-style-type: none"> 1. Addition of Additional Modules and Functionality 2. Additional Integration with Third-Party Systems, Post Go-Live

Table 6. Process for Requesting Optional Services or Functionality

<p>In the event County requests to have Contractor provide additional optional services throughout the Term of this Agreement, Parties agree to follow the process outlined in this Table, or a similar agreed-upon process. Parties may request any additional information to clearly define the services, fees, and functionality.</p> <ol style="list-style-type: none"> 1) Upon County written request, Contractor shall provide a quote and scope of work for the optional additional services or functionality requested. Rates and fees quoted shall conform to any applicable rates specified herein. 2) Contractor's quote shall, at a minimum, include the following: <ol style="list-style-type: none"> a) Any and all fees to provide the services or functionality requested.
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- b) Line items for implementation, configuration, and training fees, payable only after Contractor's successful delivery and County's written acceptance and approval of completion of milestones and deliverables defined in the mutually agreed-upon scope of work.
 - c) Any licensing fees separated annually with a total cost for all remaining years of this Agreement, with the first payment prorated if necessary to account for mid-year implementations, with subsequent annual license fees billed concurrently with the licensing fees described in Table 1.
 - d) A proposed project plan with all tasks, phases, deliverables, milestones, responsibilities and a proposed project schedule clearly defined.
 - e) A list of all the new features, functionality, and services to be provided, if not already described herein.
- 3) Upon County's acceptance of Contractor's quote, an Amendment shall be drafted and executed, pursuant to Section AG.

Exhibit B
Platform and Software Functional Specifications
AGR26-06

Contractor guarantees that the Software shall substantially conform to the functional specifications set forth in Exhibit B, or their functional equivalent, for the term of this Agreement.

Ref. No.	Functionality Description	Functional Area		
		Judge	Probation	Court Clerk
1	Case Management			
1.1	Case initiation and intake and closing		X	X
1.2	Case status tracking, notifications and reminders	X	X	X
1.3	Case assignment and routing		X	X
1.4	Document filing and linking		X	X
1.5	Pleading and motion management	X	X	X
1.6	Hearing scheduling and updates, docket management	X	X	X
1.7	Judge Notes	X		X
1.8	Decision and judgement entry	X		X
1.9	Appeals management			X
1.10	Probation meeting notes		X	
1.11	Sanction completion		X	X
2	Document Management			

Ref. No.	Functionality Description	Functional Area		
		Judge	Probation	Court Clerk
2.1	Electronic document filing		X	X
2.2	Document version control		X	X
2.3	Document redaction and annotation		X	X
2.4	Document indexing and tagging		X	X
3	Calendar Management			
3.1	Court calendar generation	X	X	
3.2	Automated calendar reminders	X	X	
3.3	Calendar conflicts detection and scheduling closures	X	X	X
3.4	Scheduling of hearings and conferences	X	X	X
3.5	Texting from the system as a reminder of court appointments to defendants	X	X	X
4	Payment Processing			
4.1	Fee calculation and tracking		X	X
4.2	Payment receipt generation		X	X
4.3	Integration with payment getaways			X
5	Reporting and Analytics			

Ref. No.	Functionality Description	Functional Area		
		Judge	Probation	Court Clerk
5.1	Caseload statistics	X	X	X
5.2	Performance metrics	X	X	X
5.3	Judicial efficiency reports	X	X	X
5.4	Customizable report generation (ad hoc)	X	X	X
6	Security Features			
6.1	User Access controls	X	X	X
6.2	Data encryption and system security	X	X	X
6.3	Audit trails	X	X	X
6.4	Backup and disaster recovery	X	X	X
7	Integration and Data Migration			
7.1	Integration with Law Enforcement RMS system (Currently Infor/EIS)			X
7.2	Integration with Payment processing solution as described in 7.4 below.			X
7.3	Integration with Tyler Munis (Cashing)			X
7.4	Integrated Payment Processing solution for use with the CMS.			X
7.5	Migration of 25 GB of existing County data, housed in Oracle Database, 19c Standard Edition 2.	X	X	X

Exhibit C
County Technology Standards
AGR26-06

County Technology Standards Requirements for On-Premise, Hybrid, or Cloud/Hosted Solutions
Questionnaire

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller henceforth in this document called "Operator", for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. 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.

Respondents must provide documentation that they meet the requirements in respect to the solution that they are responding with. **On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.**

For each standard requirement in the table below, check "YES" to indicate compliance, "NO" to indicate non-compliance, or "N/A" to indicate that the requirement is not applicable. In the cell beneath each standard requirement, ***briefly*** describe ***how*** Offeror will comply or why a standard requirement is not applicable. If Offeror can comply, but not exactly in the way described in the standard, please describe the substantial equivalent offered or alternate method for conforming to the requirement.

Where other County policies or documents are referenced, County will provide these documents upon request.

	STANDARD REQUIREMENT	YES	NO	N/A
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 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. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Quicket Solutions provides an entirely cloud-based court case management system. Only a modern web-browser is required for access. No other software dependencies/licenses as the CMS has all built in tools/capabilities.			
Server Hardware (On-Premise)	<p>Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred.</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 IM Division 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 at the latest stable patch level.</p>			X

Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	n/a			
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	n/a			
Network (On-Premise)	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. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	n/a			
Remote Network Access (On-Premise)	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 #1210.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	n/a			
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges; user cannot install software and shall not have administrative rights.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Not applicable. There is no software required or available to download. The solution is entirely web-based. The solution is permission-based and only certain users have administrative rights.			
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Azure Virtual Desktop (AVD) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS), Google Cloud Platform or Oracle Cloud Infrastructure (OCI)	X		

Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Quicket can be utilized on all specified desk hardware.			
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 & 11 at current Service Pack (SP).	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Quicket is compatible with both Windows 10 and 11.			
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Google Chrome and Edge are preferred browsers.			
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2019 and above. 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 Environment. 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 Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed 			X

	and the limitation understood by the customers and the vendor. Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.			
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	n/a			
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Acknowledged. Quicket will work with the County to ensure compatibility and internet publishing protocols are satisfied. Quicket shall provides web-links to the County for publicly accessible portions of the website (e.g. online payments) to ensure accessibility and other requirements are met prior to go-live.			
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Quicket is fully encompassed and doesn't require any third-party applications. During implementation, SharePoint is utilized, if desired, by our project management team to ensure efficient distribution of implementation documentation.			
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Quicket is fully encompassed and doesn't need any third-party applications. Document, spreadsheet, and other exports follow the latest Microsoft standards including Word and Excel.			

Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise 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. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.	X		X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Acknowledged. Our system can fully support the requirement for sending internal and public-facing official court communications, including court date reminders and other time-sensitive notifications. We provide a configurable notification engine capable of generating and delivering email messages through a compliant relay architecture. We can utilize our own vendor-managed SMTP relay service, ensuring proper routing, authentication, and handoff in alignment with Microsoft M365 service standards and the County's email domain policies.			
Geographic Information Standards (GIS) (On-Premise & Hosted)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. 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. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	ArcGIS integration is not anticipated with the CMS deployment.			
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.			X
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	The solution is web-based. No intranet access is required.			
Security & SSL (On-Premise & Hosted)	Quicket fully supports the County's technical and security requirements. We are compatible with the County's multi-factor authentication systems and can integrate with Active Directory for user authentication. All internal and external web applications use SSL/TLS encryption for secure communication. Quicket can operate in conjunction with Cisco Secure Endpoint antivirus/antispysware on intranet devices. Any inbound port or network access needs will be submitted for IM Division technical review prior to implementation. For wireless access, our solution can operate on domain-integrated devices or devices that support captive portal acceptance.	X		

Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Quicket supports Active Directory integration and			
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Quicket shall comply with Los Alamos County Records and Information Governance Policy #0310. We support consistent, lifecycle-based records management practices—including creation, retention, access, security, and lawful disposition. Our system enables proper handling of electronic records, maintains integrity and accessibility, and adheres to all governance, retention, and oversight standards established by the County's Records Management Division and Court.			
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Our solution conforms fully to Los Alamos County E-Signature Policy #1220. We provide secure electronic signature capabilities that meet the County's standard for practical, secure, and risk-balanced e-signing methods. Our e-signature implementation ensures authenticity, non-repudiation, and integrity of signed records — and supports the County's requirement for e-signature compliance on all contracting, agreements, and records where electronic signatures are used.			
Hosted/Cloud Based Services	<ul style="list-style-type: none"> Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. SSL (Secure Socket Layer) / TLS (Transport Layer Security) encryption is required for secure connection. Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored. Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format. 	X		
Briefly describe how Offeror will comply, alternate methods, or why a standard requirement is not applicable.	Quicket fully complies with all stated requirements. Our platform is hosted in Amazon Web Services (AWS) GovCloud (US), ensuring that all data resides within U.S.-based, government-authorized data centers and supporting the County's XaaS objectives using a secure, scalable Government Cloud environment. AWS GovCloud maintains FedRAMP High authorization, meeting the County's requirement for FedRAMP-certified SaaS environments, including scenarios involving potential storage of LANL-related critical infrastructure data. Quicket supports Active Directory integration and works seamlessly with the County's multi-factor authentication (MFA) for secure user authentication. All			

	data transmission is encrypted using SSL/TLS, ensuring secure connectivity for both internal and external access. Ownership of all County data within the Quicket platform remains solely with Los Alamos County, and the system provides on-demand data access, including export or delivery within a 48-hour turnaround, with exports available in MS-SQL format as required.
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Exhibit D
Service Level Agreement
AGR26-06

Availability: Contractor warrants the Software and Services will generally be available 99% of the time, except as provided below. General availability will be calculated per calendar quarter, using the following formula:

$$\frac{total - nonexcluded - excluded}{total} * 100 > 99\%$$

total - excluded

1. Where:
 - a. "total" means the total number of minutes for the quarter
 - b. "nonexcluded" means downtime that is not "excluded", as defined in the next bullet
 - c. "excluded" means the following:
 - o Any planned downtime of which Contractor gives 8 hours or more notice. Contractor will use commercially reasonable efforts to schedule all planned downtime during the weekend hours from 6:00 P.M. Friday, Central Time, through 6:00 A.M. Monday, Central Time.
2. Any period of unavailability lasting less than 15 minutes.
3. Any unavailability caused by circumstances beyond Contractor's reasonable control, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Contractor employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Contractor's possession or reasonable control, and network intrusions or denial of service attacks.

For any partial calendar quarter during which County subscribes to the Software and Services, general availability shall be calculated based on the entire calendar quarter, not just the portion for which County subscribed. In addition, unavailability for some specific features or functions within the Software and Services, while others remain available, will not constitute unavailability of the Software and Services, so long as the unavailable features or functions are not, in the aggregate, material to the Software and Services as a whole.

Penalties: Should the Software and Services availability fall below the 99% general availability level for any calendar quarter, and this downtime significantly affected customers ability to use the system, County may continue to use the Software and Services but will receive credit for one half day of its subscription, in that quarter, for each two hours of general Software and Services unavailability below 99%. Any such credit shall be applied to County's next invoice (or refunded if County's subscription to the Software and Services expires or terminates prior to receipt of such credit and County owes no further charges to Contractor).

Reporting and Claims: To file a claim under this SLA Exhibit, County must send an email to support@quicketsolutions.com with the following details:

1. Billing information, including client name, billing address, billing contact and billing contact phone number
2. Downtime information with dates and time periods for each instance of downtime during the relevant period
3. An explanation of the claim made under this SLA Exhibit, including any relevant calculations

Claims may only be made on a calendar quarter basis and must be submitted within 10 business days after the end of the affected quarter, except for periods at the end of a subscription agreement not coincident with the end of a calendar quarter, in which case County must make any claim within 10 business days after the end of its subscription agreement.

All claims will be verified against Contractor's system records. Should any periods of downtime submitted by County be disputed, Contractor shall provide to County a record of Software and

Services availability for the period in question. Contractor shall only provide records of system availability in response to good faith County claims.

General: Any obligations of Contractor under this SLA Exhibit shall become null and void upon any breach by County of its subscription agreement, including any failure by County to meet payment obligations to Contractor, until such time as County has fulfilled its payment obligations.

Exhibit E

Technical Support Policy

The following details Contractors' current Technical Support Policy regarding the Software and Services. Updates to Contractors' Technical Support policies will be accessible at Contractors' website, under "support".

Third Party Software is specifically excluded from the terms set forth in this Exhibit (but this exclusion does not pertain to the software interfaces and port-sets developed by Contractor that enable the link between the Software and the Third Party Software).

Unless otherwise defined herein, capitalized terms used in this Appendix shall have the same meaning as set forth in the Agreement to which this Exhibit is attached.

1. SUPPORT SERVICES

1.1. **Coverage.** For so long as County is current in the payment of the Service Fees under the Agreement between the Parties, Contractor agrees that it shall use its diligent commercial efforts to provide support services to County as follows:

1.1.1. Error Correction and Telephone Support provided to Users concerning use of the Software and Service.

1.1.2. Releases, Versions and Updates which consist of one copy of published revisions to the Documentation relating to the Services.

1.2. **Error Priority Levels.** Contractor shall exercise commercially reasonable efforts to correct any Error reported by County's Qualified Individuals in the current, unmodified release of Software in accordance with the following priority level reasonably assigned to such Error by Contractor:

1.2.1. **Priority A Error:** means an Error which renders the Software and Service inoperative or causes the Software and Service to fail catastrophically. Contractor shall promptly: (i) assign Contractor engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, attempt to identify the nature of the Error and notify County's Qualified Individuals of a commitment date by which Workaround or Error Correction shall be provided, which date shall be as soon as reasonably possible with Contractor's best efforts; (iii) notify Contractor management that such Errors have been reported and of steps being taken to correct such Error(s); (iv) provide County's Qualified Individuals with periodic reports on the status of the corrections; and (v) provide County's Qualified Individuals with a Workaround or Error Correction.

1.2.2. **Priority B Error:** means an Error which substantially degrades the performance of the Software and Service or materially restricts County's use of the Software and Service. Contractor shall, promptly: (i) assign Contractor engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, notify County's Qualified Individuals of the engineers assigned to the Error report; (iii) within one (1) week of receipt of the Error report, attempt to identify the nature of the Error and notify County's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Contractor's best efforts. Contractor shall exercise commercially reasonable efforts to include an Error Correction in the next regular Software maintenance Update.

1.2.3. **Priority C Error:** means an Error which causes only a minor impact or restricts County's use of the Software and Service. Contractor shall (i) assign Contractor engineers to correct the Error; (ii) within twenty four (24) hours of receipt of the Error report, notify County's Qualified Individuals of the engineers assigned to the Error

report; and (iii) within two (2) weeks of receipt of the Error report, attempt to identify the nature of the Error and notify County's Qualified Individuals of a commitment date by which an Error Correction shall be provided, which date shall be as soon as reasonably possible with Contractor's best efforts. Contractor may include an Error Correction in the next Version of the Product.

1.3. Other Errors. If Contractor believes that a problem reported by County may not be due to an Error in the Software and Service, Contractor shall so notify County's Qualified Individuals. At that time, County may: (i) instruct Contractor to proceed with problem determination as set forth below or (ii) instruct Contractor that County does not wish the problem pursued at its expense.

1.4. General Telephone Support. For general questions pertaining to the operation of the Software and Services or the Equipment, Contractor shall provide a telephone help desk number and will respond to calls made by County in accordance with the applicable level of support. For all customers, Contractor's standard level of Telephone Support is provided during the hours of 9:00 am and 5:00 pm Central Standard Time, excluding Contractor recognized holidays. Customers subscribing to the standard Telephone Support shall receive a return call the same day; calls made after 6:00 pm Central Standard Time shall receive a return call the following day. Customers purchasing non-standard Telephone Support will receive a return call within four (4) hours from the time the call is placed to Contractor.

1.5. Limitations of Support. Contractor shall have no obligation to support: (i) Software and Service that is not the then current release or the Previous Sequential Release; or (ii) Software and Service problems caused by County's modification, abuse or misapplication, use of the Software other than as specified in the Documentation or other causes beyond the reasonable control of Contractor.

2. COUNTY'S RESPONSIBILITIES

2.1. Procedures. County shall take reasonable measures to ensure that its Users shall read, comprehend and follow operating instructions and procedures as specified in, but not limited to the Documentation and other correspondence related to the Software and Service, and follow procedures and recommendations provided by Contractor support personnel in an effort to correct Errors.

2.2. Notification of Errors. County shall notify Contractor of Errors in accordance with the then-current Contractor Error and problem reporting procedures. If Contractor believes that a problem reported by County may not be due to an Error in the Software or provision of Services, Contractor will so notify County.

3. WARRANTY

3.1. Limited Warranty. Contractor warrants that Support Services shall be performed with the same degree of skill and professionalism as is demonstrated by like professionals performing services of a similar nature.

4. SUPPORT POLICY CHANGES

4.1. This Schedule sets forth Contractor's policy with respect to the provision of support in force as of the Effective Date. County acknowledges that these terms are subject to change in accordance with Section B(4) of this Agreement.

Exhibit F
Confidential Information Disclosure Statement
AGR26-06

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, NMSA 1978, §§ 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	County
Name:	Christiaan Burner	Juanita McNeil
Title:	CEO	Court Administrator
Address:	1 S Dearborn St, FL 20	2500 Trinity Drive, Suite C
City/State/Zip:	Chicago, IL 60603	Los Alamos, New Mexico 87544
Email:	legal@quicketsolutions.com	

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 shall 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.

Exhibit G
Sample Amendment Template
AGR26-06

Pursuant to Section AG., Parties shall use this Sample Amendment Template, or a similar format, when necessary to draft an amendment.

AMENDMENT NO. X
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 26-06

This **AMENDMENT NO. X** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County")**, and **Quicket Solutions, Inc., a Delaware corporation ("Contractor" or "Brightly")**, collectively (the "**Parties**"), to be effective for all purposes Month, Date, Year ("**Effective Date**").

WHEREAS, County and Contractor entered into Agreement No. AGR26-06 Court Case Management Software (the "**Agreement**"); and

WHEREAS, both parties wish to amend _____; and

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:
[ENTER AMENDED TERMS HERE]

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. X on the date(s) 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

Michael D. Redondo
County Clerk

By: _____ Date
Anne W. Laurent
County Manager

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

QUICKET SOLUTIONS, INC., A DELAWARE CORPORATION

By: _____ DATE
Name: _____
Title: _____