



ELECTRONIC RECORDING TECHNOLOGY BOARD

August 24, 2023

Beth Zilla
Phillips County Clerk & Recorder
221 S Interocean Avenue
Holyoke, CO 80734

Dear Clerk Zilla:

On behalf of the Electronic Recording Technology Board, we are pleased to inform you that your county has been awarded a grant in the amount of \$185,272.00 from the Electronic Recording Technology Fund.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which the County agrees by accepting the Grant Funds.

Once you have reviewed the Grant Award Letter, please email Executive Director Michelle Batey at ertbexecutivedirector@gmail.com with the name, title, and email address of the County Commissioner who will sign the grant agreement. He or she will then be routed a grant agreement to sign through DocuSign. There will be no need to mail any hard copies of the grant agreement.

Additionally, please email an invoice to ertbexecutivedirector@gmail.com.

If you have questions regarding this Grant, please contact: Executive Director Michelle Batey at 303-356-2174 or by email ertbexecutivedirector@gmail.com.

Sincerely,

DocuSigned by:

Christopher Beall

7C7BA4DE09A543F...

Christopher Beall

Electronic Recording Technology Board

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

<p>State Agency Electronic Recording Technology Board, Colorado Department of State</p>	<p>Grant Amount State Fiscal Year 2023-2024: \$185,272.00 Total Grant Amount for all State Fiscal Years: \$185,272.00</p>
<p>Grantee Board of County Commissioners of Phillips County</p>	<p>Total Grant Amount will be disbursed upon full execution of this Grant Award Letter.</p>
<p>Grant Issuance Date The later of August 24, 2023 or the date the State Controller or an authorized delegate signs this Grant Letter</p>	
<p>Grant Expiration Date June 30, 2026</p>	<p>CT, VAAA, ERTB, 2024-2567 CMS 186517</p>
<p>Grant Authority §§ 24-21-401 et seq., C.R.S., particularly § 24-21-404, C.R.S.</p>	
<p>Grant Purpose By statute, Grant Funds are awarded to establish, maintain, improve, or replace a County's electronic filing system. The purpose of this grant is described more fully in the County's grant application (Exhibit A, Statement of Work).</p>	
<p>Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant:</p> <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Grant. 2. Exhibit A, Statement of Work. 	

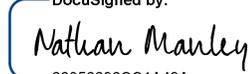
SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Jena Griswold, Secretary of State Electronic Recording Technology Board (ERTB)</p> <p>DocuSigned by:  <small>7C7BA4DE09A543F...</small></p> <p>By: Christopher Beall, Treasurer</p> <p style="text-align: right;">September 13, 2023 Date: _____</p>	<p style="text-align: center;">PHILLIPS COUNTY Board of County Commissioners of Phillips County</p> <p>DocuSigned by:  <small>9514979B047542D...</small></p> <p>By: Garold Roberts Phillips County Commission</p> <p style="text-align: right;">September 13, 2023 Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

 By: 66856696CC1A43A...

Nathan Manley Central Contracts Specialist

September 18, 2023
 Date: _____

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- B. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- C. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- D. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- E. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- F. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- G. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- H. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- I. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- J. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- K. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- L. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- M. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- N. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- O. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- P. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

- Q. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- R. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- S. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- T. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- U. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred after the Grant Expiration Date.

B. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5B, containing an evaluation and review of Grantee’s performance and the final status of Grantee’s obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the award.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall maintain records that provide a complete audit trail of funds received and expended, and Grantee shall cooperate and participate in any audits conducted under authority of the Electronic Recording Technology Board or the Colorado State Auditor.

Grantee shall maintain an accounting system and financial records that accurately account for the receipt and disbursement of Grant Funds. For this purpose, Grantee may use either general ledger fund accounting that tracks Grant Funds separately from other county funds or use a tracking spreadsheet. All payments and expenditures must be tracked. Each expenditure must be classified by budget category, such as Personnel, Supplies and Operating, Travel, Equipment, and Professional Services. All financial records must be supported by source documentation (such as invoices, time sheets, etc.).

In addition, Grantee shall provide proof of purchase by a signed contract for any new purchase. Contracts may be emailed to ERTB.Grants@sos.state.co.us.

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish,

copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee and its Subcontractors shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

15. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of

digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. [Reserved]

L. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

**EXHIBIT A, STATEMENT OF WORK
(GRANT APPLICATION)**



ELECTRONIC
RECORDING
TECHNOLOGY
BOARD

Grant Application

Updated 9-24-21

Background

In the state of Colorado, a one-dollar per document technology fee was implemented in the early 2000's to aid County offices across the state in funding technological advancements in recording. As a result, Colorado was the first multi-jurisdictional state in the nation to adopt e-Recording across the state.

In the spring of 2014, a working group made up of real estate, lending, legal professionals as well as counties conducted a statewide needs assessment and a request for information to evaluate the state of recording systems in Colorado.

In the spring of 2016, legislation was passed, and this board and a funding structure were created from Senate Bill 16-115.

Our Vision

To create, support, and maintain a statewide land records environment that promotes accessibility and consistency for the public in an efficient and user-friendly manner.

Our Mission

To develop, maintain, improve, replace, or preserve land records systems in our state.

Business Purpose

The business purpose of the board is to develop and modernize electronic filing systems throughout the state as defined in 24-21-402 (2).

Our Core Goals (24-21-403 (1))

- Assure the security, accuracy, and preservation of public records required to be maintained by a Clerk and Recorder.
- Maintain the privacy of personal identifying information, online public access to which is not necessary to the proper functioning of land title records or other public records required to be maintained by a clerk and recorder.
- Assure that the sequence in which documents are received by a clerk and recorder is accurately reflected to the greatest extent practicable.
- Provide for online public access to public documents while maintaining the privacy of personal identifying information when applicable.
- Assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records.

Our Objectives

1. Develop a strategic plan that incorporates the core goals and establish the administration of the Electronic Recording Technology Fund and Board.
2. Determine functionality standards for an electronic filing system that supports the core goals.
3. Issue a Request for Proposal (RFP) for electronic filing system equipment and software that the counties may choose to acquire.
4. Develop best practices for an electronic filing system.
5. Provide training to Clerk and Recorders related to electronic filing systems.
6. Develop a grant program, prepare reports and promulgate any necessary rule-making.
7. Develop subcommittees and project timelines for implementation.

Board Members

Susan Corliss Kit Carson County Clerk and Recorder

Representing County Clerk & Recorders



Chris Beall Sr. Program Director, CO Secretary of State
 George Stern Jefferson County Clerk and Recorder
 Angela Myers Larimer County Clerk and Recorder
 Charles Calvin Calvin Law Firm
 Trish Gilbert Saguache County Clerk and Recorder
 Lloyd Booth, Mead Technology Group
 Robert Howe Title Company of the Rockies
 Molly Fitzpatrick Boulder County Clerk and Recorder

Representing Secretary of State
 Representing County Clerk & Recorders
 Representing County Clerk & Recorders
 Representing Colorado Bar Association
 Representing County Clerk & Recorders
 Representing Mortgage Lending Industry
 Representing Title Industry
 Representing County Clerk & Recorders

Who is eligible for grants?

Any Colorado County Clerk and Recorder.

What projects are available for grants?

Any project that establishes, maintains, improves, or replaces a County Electronic Filing System, the electronic document management system that enables a county clerk and recorder to accept electronic recording of land records and to provide online access to recorded documents.

Eligible projects may include digitization and indexing of documents received for recording in the office of the county clerk, especially documents that affect rights in real property.

In addition, the ERTB may approve a grant application when a portion of the grant funds will be used to digitize public documents that are not related to real property but that are managed by the county's electronic filing system. See CRS § 24-21-404(2)(b)(II), as enacted by HB 21-1225. For further information, see the Board's Policy Governing Grants for Digitization and Indexing.

In addition to projects that establish, maintain, improve, or replace an Electronic Filing System, eligible projects may include improvements to the security of a county's general information technology systems, if the improvement is necessary to improve the security of the county's electronic filing system. (Added by HB 21-1225)

For the purpose of this grant application and as defined in 24-21-401:

- (1) "Board" means the Electronic Recording Technology Board created in Section 24-21-402 (1)
- (2) "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.
- (3) "Electronic Filing System" means the document management system used by a Clerk and Recorder to comply with the statutory requirements set forth in part 4 of article 10 of title 30 C.R.S., for:
 - (a) Electronic documents received for recording or filing in the Clerk and Recorder's office; and
 - (b) Paper documents received for recording or filing in the Clerk and Recorder's office that are converted from paper, microfilm, or microfiche into an electronic format.
- (4) "Fund" means the Electronic Recording Technology Fund created in section 24-21-404 (1).

Deadline and Important Application Process Reminders

Grants will be considered on a monthly basis. In order to be considered for a grant, please submit your completed application via the on-line application or downloadable PDF at www.ertb.org by the first business day of the month. PDF applications can be emailed to ERTB.Grants@Coloradosos.gov. Counties will be notified by a grant award letter within 60 days and will be asked to sign a grant agreement. Please direct any questions about the application to ertbexecutivedirector@gmail.com.

Quotes/bids that support the grant-funding amount being requested must be included. Similar detail regarding past expenditures must be provided if reimbursement is being requested.

In order to improve a county's application, the county is encouraged but is not required to submit "letters of support" for the grant. It is recommended that these letters come from various sources, including (but not limited to) county government officials, industry partners or customers, chambers of commerce, or business leaders, etc.

Conditions for Receiving Grants

Before applying for any grant funds, please read the following conditions that will be included (but not limited to) as part of your grant agreement:

- Counties will cooperate with the Electronic Recording Technology Executive Director and Board and in their statutory reporting requirements.
- Any vendor contracts must include training on any equipment being purchased.
- Counties agree to participate in recording best practices, as defined in 24-21-403 (3) (d).
- If grant funds are not used in the first year, counties must submit to the Electronic Recording Technology Board a request for approval regarding how and when the funds will be spent. The Electronic Recording Technology Board will respond within 60 days. All funds must be expended by June 30, 2026.
- Counties will be required to provide proof of purchase by a signed contract or paid invoice for any new purchase along with a completed audit form to be provided. Audit forms must be completed within 30 days of receipt. These can be emailed to ERTB.Grants@Coloradosos.gov.
- Counties must be current and timely on their transmission of Recording Technology Fees to the Fund. Counties may submit comments to the Electronic Recording Technology Board for exceptions due to factors outside their control.
- The County agrees to maintain recordkeeping that provides a complete audit trail of funds received and expended, and the County agrees to cooperate and participate in any audits conducted under authority of the Electronic Recording Technology Board or the Colorado State Auditor. The County must maintain an accounting system and financial records that accurately account for the receipt and disbursement of Grant Funds. For this purpose, the county may use either general ledger fund accounting that tracks Grant Funds separately from other County funds, or use a tracking spreadsheet. All payments and expenditures must be tracked. Each expenditure must be classified by budget category, such as Personnel, Supplies and Operating, Travel, Equipment and Professional Services. All financial records must be supported by source documentation (such as invoices, time sheets, etc.).
- Counties may apply for reimbursement of funds that have already been expended if the expenditure establishes, maintains, improves or replaces a County Electronic Filing System as defined in 24-21-404 (2) and meets the core goals listed on Page 2. Additionally, the expenditure of funds must have taken place after the effective date of SB 16-115, June 10, 2016. Counties must provide proof of purchase.
- Counties may apply for funding to hire temporary staff for the completion of an eligible project. Counties must provide a closed quote and a statement of work.
- Counties may apply for funds more than one time.
- Any applications that are not completely filled out will be returned to the county and can be resubmitted once completed. All application questions should be answered, even if they do not pertain to the specific grant request. Part of the Board's function is to gather information about hardware and software used by counties.
- Counties should include any invoices or proposals if applicable.
- The Electronic Recording Technology Board reserves the right to partially fund a grant request.
- County tiers in the application refers to the classes listed in statute 30-1-101 and provided below:



30-1-101. Classification of counties - fixing fees

(1) For the purpose of fixing fees, chargeable and to be collected by county and other officers, and for no other purpose, the several counties of this state are divided into five classes, which classes shall be known as the first, second, third, fourth, and fifth, as follows:

(a) The city and county of Denver is a county of the first class;

(b) The counties of Adams, Arapahoe, Boulder, Douglas, El Paso, Jefferson, Pueblo, and Weld are counties of the second class;

(c) The counties of Delta, Garfield, Larimer, Las Animas, Logan, Mesa, Montezuma, Montrose, Morgan, and Otero are counties of the third class;

(d) The counties of Alamosa, Archuleta, Bent, city and county of Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Eagle, Elbert, Fremont, Gilpin, Gunnison, Huerfano, Kit Carson, Lake, La Plata, Lincoln, Ouray, Park, Phillips, Prowers, Rio Grande, Routt, Saguache, San Miguel, Sedgwick, Teller, Washington, and Yuma are counties of the fourth class;

(e) The counties of Baca, Custer, Dolores, Grand, Hinsdale, Jackson, Kiowa, Mineral, Moffat, Pitkin, Rio Blanco, San Juan, and Summit are counties of the fifth class.

ELECTRONIC RECORDING TECHNOLOGY FUND GRANT APPLICATION CHECKLIST

Complete the entire application regardless of whether it applies to a specific grant request. Incomplete applications will be returned to the county and can be resubmitted once completed.

Include any bids, invoices or proposals that are applicable to the grant application. For digitization and indexing, make sure that bids include the number of pages and/or documents to be digitized and/or indexed.

Do not include any requests that would include expenditures past June 30, 2026, since the grant program is scheduled to be statutorily repealed on September 1, 2026.

Grants can only be awarded for goods or services that fall under the statutory definition of "electronic filing system" in 24-21-401.

Electronic Recording Technology Fund
Grant Application Form

General Information		
County Name - Phillips County		
County Clerk & Recorder Name - Beth Zilla		
Phone - 970.854.3131	Email - beth.zilla@phillipscounty.co	
Alternant contact -		
Phone -	Email -	
Mailing Address - 221 S Interocean Avenue		
City -Holyoke	State - CO	Zip - 80734
County Tier - D		
County budget cycle (calendar, fiscal) including dates: January 01, 2023 thru December 31, 2023		
How many recordings do you do in a year? 1,250 Exhibit A		
How much do you collect of the \$1 Recording Technology Fee in an average year (over the last three years)? 1250/year2, 1457/avg last 3 years Exhibit A (2) and (3)		
How much money is in your technology fund? \$26.813.90 Exhibit B		
Recording Equipment Information		
Is your county currently recording documents <input type="checkbox"/> Electronically <input checked="" type="checkbox"/> Manually		
What is the age of your current software? Installed in 2006 software		
What is the condition of your current software? What is the condition of the equipment (hardware) for which you are applying? The current software is older software that has not been sufficiently updated for the past few years to keep up with the growth and needs of Phillips County. The county has been hampered by poor performance with the software and support that has negatively impacted the level of service the county provides		
The hardware has not yet been determined if it needs to be replaced or enhanced.		
Who is your current vendor? What product and version do you currently use? - Phillips current vendor is Tyler Technologies Eagle and we are on version 2019.3.19.		
What is your current annual payment to your vendor and how is it calculated? - \$20,029.00 annual maintenance		
How and what kind of hosting is done with any parts of your recording system? Phillip's records search and document purchase site is hosted by Tyler which has been one of our problems as it has not performed as needed. This aspect of web access will be included in the new system.		
What is the term of your contract (dates) with your current vendor? Year to Year		
What percentage of your documents have been digitized? What percentage of your documents have been indexed? What will the percentage be if this grant application is approved? This will not apply to indexing.		



What percentage of your land documents are accessible online? What will the percentage be if this grant application is approved? **Currently working on getting micro fiche digitized and on line with RMMI. Once that it done I will have 100 % of documents available on line.**

Grant Information

Why are you applying for grant funds? - **Phillips County Clerk & Recorder is applying for grant funds for various reasons. Primarily, we want to upgrade our system (our current system is old) to be able to provide to our internal staff, county users, and all other external users a product that provides much more capability in access, payment processing, managing funding, automated access to images, documents, indexes in either printed format or electronic format. Our current eRecording process is not fully automated and that is wanted to improve processes. With a new system we will be able to manage the sequence of recordings based upon statutes and county process. This will become much more consistent and controlled. We want to be able to protect our data and the users that access the data with the included Fraud Alert. This also means protecting the information and all data points stored in our database related to all submissions and previous data submitted. Lastly, we want to provide a system that is easy to use for our staff, our county users, and something that is consistent with other larger counties in Colorado. The system we have selected addresses all these needs and more and is used by other counties (Adams, Douglas, Larimer, Mesa, Montrose, Jackson). The system includes all software updates with annual maintenance. This simple but important distinction will allow us to stay current on any future legislative changes and also prevent our office from falling behind on future technology. The future proofing of our ever important recording system is one of the most important benefits of this grant. We will also save money over time by converting to this system.**

Amount of grant request (no funding requests involving expenditures past June 30, 2026). - **Phillips County is requesting the following: Total = \$185,812**

I have funds from previous ERTB grant awarding me \$4050.00 to Tyler for ecommerce. I will not be using those funds if I am awarded this grant with Landmark as the ecommerce is included in this application.

What do you want to use the grant money for? Break out the expenses and include bids, invoices, or proposals with your request. What specific equipment and software do you want to purchase? -

Landmark Software License = \$79,050.00
Landmark Services = \$41,485.00
Landmark Annual Support (Three years at \$30,000) = \$65,277.00

If you are requesting grant funding for digitization and indexing, please provide a general description of the documents to be digitized and/or indexed, the approximate date ranges, the total number of pages or documents, and an estimate of the percent of documents that are not related to interests in real property. If there are documents not listed in the Board's Policy Governing Grants for Digitization and Indexing, as examples pf real property documents but the Clerk believes are related to interests in real property, please provide an explanation of why the documents are related to real property. Attach supporting bids if applicable. Bids should include the number of pages and/or documents to be digitized and/or indexed. For further information, see the Board's Policy Governing Grants for Digitization and Indexing. - **N/A**

If you are requesting grant funding to improve the security of your county's general information technology systems, please describe generally the security measures to be undertaken with grant funds and explain why/how the improvement is necessary to improve the security of your electronic filing system. - **The funds are not specifically being requested for improved security of the county's general information technology systems but inherently in the new system advanced safeguards through technology will be included in the new system therefore improved security will be attained. A fraud alert system is also included with the new system.**

If the grant is for temporary staff, what specific project will the staff be working on? (Please attach a Statement of Work). - N/A

How do you plan to segregate grant funds from county funds? **The funds would be segregated from the general funds and then dispersed to Pioneer Landmark.**

Will any monies from your technology fund be used for the purpose(s) contained in the grant request? If yes, how much?

If no, explain the plans for the use of your technology fund.

Monies in the Technology Fund would be used to purchase hardware as needed.

Will this be (or was this) a competitive bid process (RFP) or an upgrade to an existing system? - **In following county purchasing policies Phillips County been in contact with various vendors that provide recording software. We based our decision on factors that impact the county such as performance, total cost of ownership, references in other counties, and capabilities in relation the ERTB goals. County has seen products and/or received pricing proposals from the following vendors: Tyler Technologies, Pioneer Technology Group. Based on our thorough research and following county policies we made our selection.**

Will the grant award increase your annual maintenance costs? If so, do you have a long-term plan to budget for the increase? - **Yes, the current annual support cost is \$_20,029 and it will increase to \$21,759.00 per year. Yes, we will cover the small increase with a budget amendment/increase in budget funds.**

Describe how the funds will be used to achieve the stated business purpose and core goals.

A) To assure the security, accuracy and preservation of public records – **Through the purchase of Pioneer Landmark land records software, the security, accuracy and preservation of the public records will be improved. Landmark leverages the latest in digital document and security best practices and continues to evolve leveraging partners such as AWS. Landmark can be equipped with automated indexing and redaction to ensure that data is captured efficiently, accurately, and securely. Data and images in Landmark can be replicated in multiple locations to ensure a localized disaster does not impact the official records of the County.**

B) To maintain the privacy of personal identifying information, online access. – **Restricted documents (as defined by client) will not be available on the web. Landmark provides tools that allow the clerk to redact PII information within the document image as well as in the indexing data. All user access is controlled using advanced rights and roles and configurable password standards. Landmark maintains a detailed audit log of all activities within the system to ensure that the digital process is exponentially more secure than the former paper process of recording.**

C) To assure that the sequence in which documents are received by a clerk are accurately reflected to the greatest extent practicable – **All documents receive a time stamp upon arrival either via mail, courier, eRecording, etc. The documents will be given a unique identifier that will maintain its place in line therefore maintaining “Race to the Courthouse standards”. Even if a document is not immediately attended to or if the document needs to be adjusted, it can maintain its original place in line within the system. Once recorded the document will be issued a permanent instrument number, book and page, or Clerk file number (varies by customer preference).**



D) To provide for online public access to public records – The Landmark system provides a fully accessible web access version of the software. The level of access to images and data is configurable by the Clerk to meet local rules and preferences. The county can provide access to all documents, images, indexes, plats, vitals, etc. in a protected process. These documents can be purchased or printed based upon access provided. Payment methods to purchase these documents or print them will be managed within Landmark.

E) To assure that electronic filing systems used in different counties are similar so as to facilitate the submission and searching of electronic records. Landmark is integrated with virtually all submitting eRecording vendors both on a national level as well as a local level. Landmark, in cooperation with Phillips will accept eRecordings from all submitters that sign our Memorandum of Understanding.

With my signature below, I do hereby certify that I have read, understand, and support the above application for grant funds through the Electronic Recording Technology Board.

Beth Jilla

Signature of County Clerk & Recorder

07/05/2023

Date

Exhibit A



Journal Tender Summary
Phillips County Clerk & Recorder

From 6/20/22 12:00 AM To 6/20/23 11:59 PM Tenders: Over/Short, Check, Cash, House Account, Money Order

Journal Tender Summary

Id	Description	Over The Counter		Account Charge	Total
		Cash	Check		
Documentary Fee	Documentary Fee	\$8.13	\$4,345.70	\$104.44	\$4,458.27
eRecording Surcharge	eRecording Surcharge	\$146.75	\$550.25	\$553.00	\$1,250.00
ML	Marriage License Application	\$780.00	\$120.00		\$900.00
Recording Fee	Recording Fee	\$1,698.12	\$12,256.88	\$10,355.00	\$24,310.00
State eRecording Surcharge	State eRecording Surcharge	\$293.50	\$1,100.50	\$1,106.00	\$2,500.00
Totals		\$2,926.50	\$18,373.33	\$12,118.44	\$33,418.27



Exhibit A(2)

Journal Tender Summary

Phillips County Clerk & Recorder

From 1/11/22 12:00 AM To 12/31/22 11:59 PM Tenders: Over/Short, Check, Cash, House Account, Money Order

Journal Tender Summary

Id	Fee Journal		Over The Counter		Account Charge		Total
	Description		Check	Collected Total	House Account		
Documentary Fee	Documentary Fee	\$54.81	\$4,622.59	\$4,677.40	\$142.60	\$4,820.00	
eRecording Surcharge	eRecording Surcharge	\$170.82	\$657.18	\$828.00	\$649.00	\$1,477.00	
ML	Marriage License Application	\$960.00	\$90.00	\$1,050.00		\$1,050.00	
Recording Fee	Recording Fee	\$2,049.80	\$15,135.20	\$17,185.00	\$13,390.00	\$30,575.00	
State Recording Surcharge	State eRecording Surcharge	\$341.66	\$1,314.34	\$1,656.00	\$1,298.00	\$2,954.00	
Totals		\$3,577.09	\$21,819.31	\$25,396.40	\$15,479.60	\$40,876.00	



Exhibit A(3)

Journal Tender Summary

Phillips County Clerk & Recorder

From 1/1/21 12:00 AM To 12/31/21 11:59 PM Tenders: Over/Short, Check, Cash, House Account, Money Order

Journal Tender Summary

Id	Fee Journal Description	Over The Counter		Account Charge	Total
		Cash	Check		
Documentary Fee	Documentary Fee	\$148.30	\$3,986.26	\$4,134.56	\$4,483.14
eRecording Surcharge	eRecording Surcharge	\$247.76	\$660.24	\$908.00	\$1,644.00
ML	Marriage License Application	\$450.00	\$90.00	\$540.00	\$540.00
Recording Fee	Recording Fee	\$2,784.55	\$16,275.45	\$19,060.00	\$35,960.00
State Recording Surcharge	State eRecording Surcharge	\$495.51	\$1,320.49	\$1,816.00	\$3,288.00
Totals		\$4,126.12	\$22,332.44	\$26,458.56	\$45,915.14

EXHIBIT B

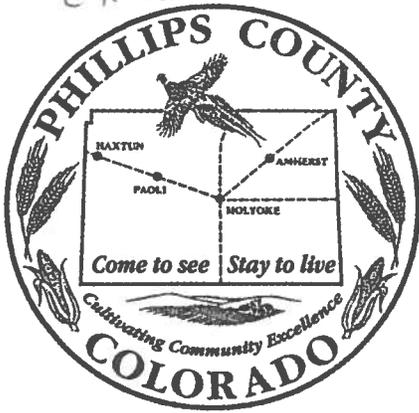
Account 401-000-1102-000 (CASH AVAILABLE (CLK-EFTF))
From start of day 6/1/23 to end of day 6/21/23

Date/Time	Reference	ReferenceID	Receipt Number	Debit	Credit	Balance
06/01/2023	Starting Balance					\$26,732.90
06/07/2023 02:57 PM	PC CLK/SURCHARGE MAY 2023	CLKEFTF	2023-06-07-1-90251	\$81.00		\$26,813.90
06/22/2023	Ending Balance					\$26,813.90
	Change In Balance					\$81.00

EXHIBIT 1

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE
OFFICE OF THE COMPTROLLER

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE
OFFICE OF THE COMPTROLLER



Phillips County Commissioners

221 S. Interocean Ave., Holyoke, CO 80734
970-854-2454
970-854-3811 (F)
Website: phillipscounty.colorado.gov

Terry L. Hofmeister
Garold Roberts
Tom Timm

June 21, 2023

RE: ELECTRONIC RECORDING TECHNOLOGY BOARD

To whom it may concern:

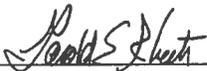
The Phillips County Clerk & Recorder has been working diligently on an application to update/upgrade the county's current recording system. We are in full support of her efforts, both from a financial and customer service standpoint. The system currently is not up to standards regarding support and capabilities and does not provide the level of online services the clerk requires.

The clerk has a small staff and being able to streamline operations is a benefit to our taxpayers.

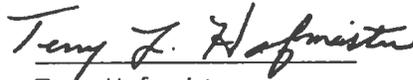
The system that Clerk Zilla has proposed will save the county money through efficiencies, man power, maintenance costs, and reduces the likelihood for errors, and will provide better customer service.

Thank you for the consideration of her application.

Phillips County Board of County Commissioners:



Garold Roberts
Chairman



Terry Hofmeister
Commissioner



Tom Timm
Commissioner

PHILLIPS COUNTY ABSTRACT COMPANY

-ABSTRACT - TITLE INSURANCE-

970-854-3527

970 854-4184

202 S INTEROCEAN AVENUE

P. O. BOX 246

HOLYOKE, CO 80734

DENNIS OLIVER

ELDENE HINDE

June 21, 2023

Re: Grant for Phillips County Clerk & Recorder

Dear E-Recording Technology Board:

My name is Eldene Hinde, and I am the Secretary/Treasurer of Phillips County Abstract Company located in Holyoke, CO. I am writing in support of the Phillips County Clerk & Recorder's request for funding to bring the county's recording system up to date and provide more automation through online services to offices like mine. The (bank or title company) deals with several different county offices for filing purposes and would love to see Phillips County provide a more advanced system providing more online functionality and support needed to provide the service we work in. Streamlining the process will help to make sure that deeds are recorded, released and able to view sooner. This will also help title companies in researching for title work and owners & encumbrances reports that are requested by banks and other institutions. Having the documents available online sooner should also enable title companies to process final title policies in less time. It will allow banks and appraisers to get information on potential collateral for valuation purposes in a more efficient manner.

Making current valuations available online sooner and with more access would aid people who are looking to purchase real estate in Phillips County for permanent and temporary housing. The Phillips County Abstract Company receives phone calls from potential buyers who are looking to see what the area has available and what the market is currently like. Having the information available would allow for better information quicker for those potential buyers.

Thank you for your consideration.

PHILLIPS COUNTY ABSTRACT COMPANY



ELDENE HINDE

COLORADO RECORDS SOONER, INC.

1499 Blake St #1G
Denver, CO 80202
303-494-2132, phone
303-494-2133, fax

June 21, 2023

Re: Grant for Phillips County Clerk & Recorder

Dear E-Recording Technology Board:

My name is Patrick Ridens and I am the Owner of Colorado Records Sooner, Inc. located in Denver, CO. I am writing in support of the Phillips County Clerk & Recorder's request for funding to bring the county's recording system up to date and provide more automation through online services to offices like mine.

Colorado Records Sooner, Inc., deals with several different county offices for filing purposes and would love to see Phillips County provide a more advanced system providing more online functionality and support needed to provide the service we work in. Streamlining the process will help to make sure that deeds are recorded, released and able to view sooner. This will also help title companies in researching for title work and owners & encumbrances reports that are requested by banks and other institutions. Having the documents available online sooner should also enable title companies to process final title policies in less time. It will allow banks and appraisers to get information on potential collateral for valuation purposes in a more efficient manner. Making current valuations available online sooner and with more access would aid people who are looking to purchase real estate in Phillips County for permanent and temporary housing. The Colorado Records Sooner, Inc. receives phone calls from potential buyers who are looking to see what the area has available and what the market is currently like. Having the information available would allow for better information quicker for those potential buyers. Thank you for your consideration.

Patrick Ridens
Colorado Records Sooner, Inc.

STATE OF CONNECTICUT

NOTICE

OF PUBLIC HEARINGS

AND

AGREEMENTS

TO BE HELD AT THE OFFICE OF THE COMMISSIONER OF REVENUE, 100 STATE STREET, HARTFORD, CONNECTICUT, ON THE 15TH DAY OF APRIL, 2024, AT 10:00 AM, TO CONSIDER THE PROPOSED CHANGES TO THE STATE DEPARTMENT OF REVENUE'S REGULATIONS CONCERNING THE TAXATION OF REAL PROPERTY.



MASTER SOFTWARE LICENSE AGREEMENT

between

{Vertical-Full-Name}Courts & Land

("Licensor")

having its principal place of business at:

3025 Windward Plaza, Suite 200
Alpharetta, Georgia 30005

and

{Customer-Full-Name}Phillips County Colorado

("Customer")

having its principal address at:

{Customer-Legal-Address}221 S Interoccean Ave
Holyoke, Colorado 80734

THIS MASTER SOFTWARE LICENSE AGREEMENT (the "Agreement") is dated effective as of the ____ day of _____ 20__ ("Effective Date") by and between Customer and Licensor. Customer and Licensor may each be referred to individually as a "Party" and together as the "Parties." The Schedules to this Agreement are attached or incorporated by reference.

1. DEFINITIONS.

The following definitions shall apply in this Agreement:

- 1.1. *Confidential Information.* All information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Licensor Confidential Information includes the Software and associated services; and Confidential Information of each party includes the terms and conditions of this Agreement and all attached Schedules (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.
- 1.2. *Customer Data.* All data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Licensor Deliverables.
- 1.3. *Customer Materials.* All materials supplied by Customer in connection with this Agreement.
- 1.4. *Deliverables.* Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Licensor ("Licensor Deliverables") or Deliverables required from Customer ("Customer Deliverables").
- 1.5. *Documentation.* The written description of the functions and use of the Software.
- 1.6. *Error.* (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or, (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.
- 1.7. *Functional Specifications.* The functions and/or criteria for the Software described as documentation related to the Software or as described in the Schedules.
- 1.8. *Intellectual Property.* All interests of any kind including: (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.
- 1.9. *New Product.* Any change or addition to Software and/or related documentation that: (i) has a value or utility separate from the use of the Software and documentation; (ii) may be priced and offered separately from the Software and documentation; and, (iii) is not made available to Licensor's customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Licensor shall be final, binding, and conclusive.
- 1.10. *Statement of Work.* The attached SCHEDULE A and/or Addendum(s) that provides the written description and specifications for the services to be provided by Licensor to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.
- 1.11. *Software.* The Licensor software and any Third-Party Software supplied by Licensor pursuant to this Agreement as described in the attached SCHEDULE A. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Licensor of the additional fees and under additional terms and conditions, if required by Licensor.
- 1.12. *Software Acceptance Date.* The date of acceptance of the Licensor Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner.
- 1.13. *Taxes.* All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

- 1.14. *Test Validation Criteria.* The acceptance criteria for the Licensor Deliverables, including, without limitation, the Software, set forth in the Statement of Work.
- 1.15. *Third-Party Data.* Data, information, or any other materials (in whatever form) not owned or generated by or on behalf of Customer.
- 1.16. *Third-Party Software.* Software which is proprietary to any third party (other than an affiliate of Licensor) which is or will be used by Licensor for the purposes of providing Software and/or services pursuant to this Agreement.
- 1.17. *Warranty Period.* The thirty (30) day period commencing on the installation of the Software

2. LICENSE.

- 2.1. *License.* Licensor grants the Customer a license to the Software and Licensor Deliverables described in the attached SCHEDULE A in accordance with the terms and conditions of this Agreement. Licensor will perform the services described in this Agreement.
- 2.2. *Scope of License Limited.* The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in the attached SCHEDULE A. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Licensor in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.
- 2.3. *Additional Software.* Customer may license additional Software hereunder by execution of a subsequent Schedule and/or Addendum.
- 2.4. *Restrictions.* Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Licensor Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

3. FEES, INSTALLATION CHARGES, AND TAXES.

- 3.1. *License Fees.* The license fees for the Software are set forth on the attached SCHEDULE B. Subsequent orders shall be at the fees in effect at the time of receipt by Licensor of any applicable subsequent Schedule and/or Addendum executed by Customer and Licensor. Fees resulting from the provision by Licensor to Customer of Third-Party Software are passed through by Licensor to Customer, and, in that context, such fees payable by Customer shall increase, and such increase shall be payable, as and to the extent of any such fee increases payable by Licensor.
- 3.2. *Installation and Services Fees.* Customer shall also pay for installation of Software and any other services required under that Agreement or requested by Customer. Other services will be performed at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.
- 3.3. *Taxes.* Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Licensor) and other fees or assessments incurred as a result of the use of the Software by Customer.
- 3.4. *Currency.* All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4. DELIVERY AND ACCEPTANCE.

- 4.1. *Delivery.* Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including the delivery schedule specified therein. Customer shall pay or reimburse Licensor for all costs of shipping Software to Customer, including freight, insurance, and special packaging charges, if any. The carrier, method of shipment, and other matters relating to shipment shall be determined by Licensor. Customer is responsible for movement into or within Customer's premises, site preparation per Licensor requirements, and other site expenses required for installation.
- 4.2. *Testing.* Testing of Licensor Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer.

- 4.3. *Installation.* Within thirty (30) days following completion of testing of the Licensor Deliverables, Licensor shall install the Licensor Deliverables at the Customer's facilities for acceptance testing.
- 4.4. *Acceptance.* Within ten (10) days following completion of installation, Customer shall either: (i) accept the Licensor Deliverables in writing, or, (ii) reject the Licensor Deliverables and provide Licensor with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Licensor will correct any Error and redeliver the Licensor Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Licensor Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or statement of Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Licensor Deliverables.

5. PAYMENT.

- 5.1. *Fees for License of Software.* Payment of Software license fees, installation fees, and other fees on the initial License Summary will be made in installments as defined in SCHEDULE B.
- 5.1.1. Fees for installation of the Software including data conversion, system implementation, training, and forms generation, as indicated on the attached SCHEDULE B, are payable within thirty (30) days following invoice by Licensor.
- 5.1.2. The pricing during any renewal term may increase by up to ten percent (10%) above the applicable pricing in the prior term, unless Licensor provides Customer notice of different pricing at least eight (8) months prior to the applicable renewal term. Except as expressly provided in the applicable Statement of Work, renewal of promotional or one-time priced subscriptions will be at Licensor's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Software or service(s) has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- 5.1.3. If any Third-Party Software is obtained directly from Licensor, Customer will pay Licensor fifty (50%) percent of all fees at the time Customer signs this agreement, twenty-five percent (25%) of fees after products are installed at Customer's facility and twenty-five percent (25%) upon Customer's use of the Third-Party Software or the date of Acceptance, whichever comes first. Payments for all Third-Party Software provided by Licensor as described in the attached SCHEDULE B shall be payable at least thirty (30) days prior to due date for payment by Licensor to Licensor's provider. These fees, if applicable, shall be detailed in SCHEDULE B.
- 5.2. *Fees for Subsequent Licenses.* Payment of license fees, installation fees, and other fees to Licensor on any subsequent Schedule and/or Addendum shall be made as specified in such Schedule and/or Addendum.
- 5.3. *Ancillary Charges and Out of Pocket Expenses.* All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Licensor (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Licensor.
- 5.4. *Failure of Payment.* In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue, provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

6. WARRANTY, EXCLUSIONS, AND DISCLAIMER.

- 6.1. *Software Warranty.* Licensor warrants that the Software shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Licensor's sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Licensor during the Warranty Period. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to Third-Party Software provided by Licensor hereunder, Licensor makes no warranties, but shall, to the extent legally permitted, pass through to Customer all warranties provided by the original licensor/manufacture.
- 6.2. *Software Warranty Exclusions.* The foregoing warranties do not apply to any of the following:
- 6.2.1. Damage arising from any cause beyond Licensor's reasonable control, including, without limitation, damage due to the improper operation or use of Software by Customer, abuse or misuse of Software other than as designed or intended, malfunctions caused by alteration or tampering, or any reason specified in section 15 of this Agreement.
- 6.2.2. Damage resulting from movement of Software after its initial installation.

- 6.2.3. Malfunction or breakdown of Software due to attachment to, or addition or use of, software not supplied by Licensor with the Software, or as a result of attachment of the Software to hardware or software by anyone other than Licensor, or as a result of hardware associated problems.
- 6.2.4. Damage, malfunction, or breakdown of Software due to improper operating environment, including, without limitation, temperature, humidity, dust, or static charge.
- 6.2.5. Destruction or damage, in whole or in part, of Software by any Person other than Licensor.
- 6.2.6. Any harm or damages caused by any Third-Party Software or Third-Party Data providers.

6.3. **SOFTWARE WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 OF THIS AGREEMENT, LICENSOR DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

7. FUNCTIONAL SPECIFICATIONS.

Customer understands that such Functional Specifications shall be defined in accordance with Licensor standard applications and that any application and/or communication and/or functions not currently supported by Licensor shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Licensor.

8. TRAINING.

Licensor shall provide training in the operation and maintenance of the Software as described in attached SCHEDULE A. Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Licensor's then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Licensor's facilities.

9. THIRD-PARTY SOFTWARE LICENSES.

9.1. **Integration with Third Party Applications.** Customer shall execute all documents reasonably requested by Licensor and will abide by all reasonable requirements with respect to all Third-Party Software licensed or sublicensed by Licensor to Customer under this Agreement, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and Customer agrees to maintain in effect all required licenses and approvals of all applicable third parties. Licensor cannot guarantee the continued availability of Software and/or service features, and may cease providing them without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of Third-Party Data and/or Third-Party Software ceases to make that data and/or application available for interoperation with the corresponding Software and/or service features in a manner acceptable to Licensor.

10. RESTRICTIONS UPON DISCLOSURE OF CONFIDENTIAL INFORMATION.

10.1. **Protection.** Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this section 10, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

- 10.2. *Limited Disclosure.* Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.
- 10.3. *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

11. INTELLECTUAL PROPERTY INDEMNITY.

- 11.1. *Indemnification of Intellectual Property Infringement Claims.* In the event of any actual or threatened claims by a third party that the Licensor Deliverables infringe upon any Intellectual Property of such third party, Licensor will indemnify Customer with respect to such claims. Customer shall immediately notify Licensor of any such claim. For claims related to Third-Party Software, no indemnity is provided by Licensor, but Licensor shall, to the extent legally permitted, pass through to Customer any infringement protections with respect to Third-Party Software. The foregoing indemnity shall be ineffective if any of the Licensor Software has been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any Person other than Licensor). Licensor will have no liability or obligation under this section 11 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any component other than Licensor Intellectual Property, if such claim would have been avoided but for such combination, operation, or use, and/or, (ii) any derivative of any Licensor Intellectual Property created by any person other than Licensor. Licensor shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Licensor with all reasonable assistance in the defense of the same.
- 11.2. *Indemnification by Customer.* Customer will defend Licensor against any claim, demand, suit or proceeding made or brought against Licensor by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Licensor"), and Customer will indemnify Licensor from any damages, attorney fees, and costs finally awarded against Licensor as a result of, or for any amounts paid by Licensor under a settlement approved by Customer in writing of, a Claim Against Licensor, provided Licensor (i) promptly gives Customer written notice of the Claim Against Licensor, (ii) gives Customer sole control of the defense and settlement of the Claim Against Licensor (except that Customer may not settle any Claim Against Licensor unless it unconditionally releases Licensor of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.
- 11.3. *Remedy.* In the event of a third party claim that the Licensor Deliverables infringe the intellectual property rights of a third party, Licensor shall have the right, as Customer's sole and exclusive remedy against Licensor, at Licensor's sole election, to: (i) modify the allegedly infringing Licensor Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Licensor.

12. RIGHTS IN SOFTWARE, DATA, AND MATERIALS.

- 12.1. *Licensor Ownership.* As between Licensor and Customer, Licensor shall be the sole owner of all right, title, and interest in and to the Software, all Licensor Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Licensor, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Licensor any and all moral rights Customer may have in and to such Software, the Licensor Deliverables, documentation, and in and to any other Intellectual Property of Licensor, and hereby forever waives and agrees never to assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Licensor, execute any and all documentation necessary to formally transfer such rights to Licensor. Customer shall promptly notify Licensor in writing if it becomes aware of any

violation, infringement, or unfair competition related to the Licensor Intellectual Property. Customer agrees to allow Licensor full access to all relevant hardware, software, and material to determine compliance.

- 12.2. **Customer Ownership.** As between Licensor and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Licensor hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Licensor may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Licensor further hereby irrevocably transfers and assigns to Customer any and all moral rights Licensor may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Licensor shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

13. SUPPORT AND MAINTENANCE SERVICES

- 13.1. **Maintenance Term.** The initial maintenance term will continue for four (4) years after the installation of the first module of Software. The term of maintenance services shall be automatically extended for successive one (1) year periods unless either Party gives the other Party not less than ninety (90) days prior to the conclusion of the then current term of maintenance services. Licensor may terminate the term of these maintenance services in the event Customer fails to make any payment when due to Licensor after ten (10) days' notice of such failure or in the event of the termination of Customer's license of Software. No termination shall relieve Customer of its payment obligations.
- 13.2. **Scope and Definitions.** Licensor shall provide maintenance and support services necessary to ensure that the Software and Licensor Deliverables operate in conformity with Functional Specifications and the documentation as described in this Agreement. The following terms shall apply to this section 13 and SCHEDULE C.
- 13.2.1. **Critical Defect.** An Error in the Software and Licensor Deliverables or documentation which renders the Software and Licensor Deliverables unable to perform a Functional Specification and for which a workaround is not available.
- 13.2.2. **Non-Critical Defect.** A defect in the Software and Licensor Deliverables or documentation that materially impacts the operation of the Software and for which a workaround is not available.
- 13.2.3. **Telephone Support.** The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Licensor Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Licensor about defects or problems. It is not a substitute for training of personnel by Customer.
- 13.2.4. **Basic Maintenance Period.** The Basic Maintenance Period commences on Monday and continues through Friday of each week (8 a.m. to 6 p.m., Eastern Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.
- 13.3. **Covered Maintenance.**
- 13.3.1. **General.** Maintenance services and telephone support will be performed by Licensor during the Basic Maintenance Period. Maintenance services do not include the costs of accessories and expendable supplies necessary to operate the Software and Licensor Deliverables.
- 13.3.2. **Upgrades.** Customer will receive all updated, patches and enhancements to the Software and Licensor Deliverables (except any New Product), including all related update releases and associated documentation.
- 13.3.3. **Online Support and Telephone.** Telephone support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense. Licensor may choose to request a copy of the client database to load in Licensor's offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.
- 13.3.4. **Exclusions.** Maintenance services do not include maintenance required by: (i) operator error or improper operation or use of the Software and Licensor Deliverables by Customer; (ii) modifications, repairs, or additions to the Software and Licensor Deliverables performed by persons other than Licensor, or damage to Software and Licensor Deliverables by Customer's employees or third persons; (iii) training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Licensor's then current billable call maintenance rates in effect.

13.3.5. Response Times Licensor will use its commercially reasonable efforts to respond within four (4) business hours (but only during the Basic Maintenance Period) of notice from Customer of the need for maintenance services or notice of a request for Online Support or Telephone Support. Any such notice from Customer shall, to the extent possible, identify all Critical Defects, and, in connection with the provision of any maintenance service, online support, and/or telephone support, Customer shall, at its own expense, provide its full good faith support and cooperation with Licensor's efforts at resolution. Non-Critical Defects will be corrected as soon as practicable or in a following update or release.

13.3.6. Billable Call Maintenance Any maintenance service or related service or training other than covered maintenance services, as described in this section 13.3, will be charged at Licensor's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Licensor.

14. LICENSE TERMINATION OR EXPIRATION.

- 14.1. Licensor may terminate Customer's license to the Licensor Deliverables if Customer commits any material breach of the terms and conditions of this Agreement, including non-payment of any fees due to Licensor, if Customer does not cure any such default within ten (10) days after notice is given to Customer.
- 14.2. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.
- 14.3. Upon termination, Licensor shall return to Customer, at Customer request, all documents and items of any nature whatever, supplied to Licensor by the Customer or developed by Licensor in accordance with this Agreement, except for any software products developed by Licensor, which remain the property of Licensor.

15. EXCUSABLE DELAYS.

Notwithstanding any other term or provision of this Agreement, Licensor shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Licensor, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

16. LIMITATION OF LIABILITY.

IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY CUSTOMER TO LICENSOR DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

17. LIMITATION ON DAMAGES.

LICENSOR SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LICENSOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

18. ALLOCATION OF RISKS.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY LICENSOR SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

19. MISCELLANEOUS PROVISIONS.

- 19.1. *ARBITRATION.* UPON THE DEMAND OF EITHER PARTY, ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF LICENSOR'S RELATIONSHIP UNDER THIS AGREEMENT WITH CUSTOMER, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.
- 19.2. *Binding upon Successors and Assigns.* This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- 19.3. *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.
- 19.4. *Entire Agreement.* This Agreement, together with the Schedules and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.
- 19.5. *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.
- 19.6. *Notices.* Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 19.6.
- 19.7. *Choice of Law; Construction of Agreement.* This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.
- 19.8. *Further Assurances; Cooperation.* Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.
- 19.9. *Non-Solicitation.* For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Licensor who has been directly or indirectly involved in the development, licensing, installation, or support of any Licensor software product.
- 19.10. *Independent Contractor Status.* It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Licensor shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Licensor.
- 19.11. *No Third-Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and

assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

- 19.12. *Survival.* The provisions of section 2, sections 10 through 12, and sections 14 through 19 shall survive the expiration or termination of this Agreement.
- 19.13. *Fees and Costs.* In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.
- 19.14. *Cooperative Procurement.* This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Licensor reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

[CUSTOMER FULL NAME]:

By: _____
Name: _____
Title: _____
Date: _____

[VERTICAL FULL NAME]:

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to this Master Software License Agreement]



SCHEDULE A : Statement of Work

1. STRATEGY

2. TERM

Upon execution of the Agreement, Licensor shall commence work in accordance with the agreed upon schedule to be ratified following the kickoff meeting. The Initial Term of this Agreement shall begin as of the Effective Date and shall continue for a period of three (3) years after Go-Live. At the end of the Initial Term, the Agreement shall automatically renew for subsequent periods equal to the Initial Term, unless terminated by written notice by either party at least ninety (90) days prior to expiration. Fees provided herein are fixed for the Initial Term

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3. SCOPE OF SERVICES

3. SOFTWARE MODULES

Module Name	Description of Software
Landmark	Land Records Recording Server based Software

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4. TECHNICAL SPECIFICATIONS

Licensor recommends enterprise level server hardware. This should include redundancy with High Speed drive RAID arrays, multiple power supplies, Network Cards, etc.

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1. External Web Server:

- a. Windows 2012 R2 64bit (or later)
- b. Intel Xeon 4 core CPU 2.4 GHz
- c. 16 GB RAM

2. Database Server:

- a. Windows 2012 R2 64bit (or later)
- b. Microsoft SQL Server 2012 (or later)
- c. (2 Physical) Intel Xeon 8 core CPU 2.6 GHz
- d. 64 GB RAM

3. Application Server:

- a. Windows 2012 R2 64bit (or later)
- b. Intel Xeon 4 core CPU 2.4 GHz
- c. 16 GB RAM
- d. Services (if applicable)

- o I-1

4. File Server:

- a. Windows 2012 R2 64bit (or later)
- b. Intel Xeon 4 core CPU 2.4 GHz
- c. 16 GB RAM
- d. Services (if applicable)
 - o Image Share
 - o Application Launcher Distribution Files
 - o Forms / Report Share
 - o Image Web Service

5. Licensor Support Server:

- a. Windows 2012 R2 64bit (or later)
- b. Intel Xeon 4 core CPU 2.4 GHz
- c. 16 GB RAM

6. Customer Workstation:

- a. Windows 8.1 or 10
- b. Intel i5 CPU 2.0 GHz

c. 8 GB RAM

5. IMPLEMENTATION METHODOLOGY

1. Initiation

Licensor will conduct a Project Kickoff meeting, either remotely or in person at Customer. During this meeting Licensor will introduce all assigned project team members to Customer and an initial Project Plan will be reviewed in detail.

Initiation is the beginning of the project's lifecycle. In this stage, Licensor works collaboratively with the customer to confirm the scope, objectives, and deliverables that were defined in the sales process will suit the customer's needs. To accomplish this, the Licensor Project Manager walks through an 8-step process guide with the customer. Some examples of activities include, but are not limited to:

- a. Sales to Professional Services Handoff Call,
- b. Building Out Initial Project Artifacts,
- c. and Reviewing the Contract and Statement of Work

The customer's level of involvement differs per task, but they can be assured that the work that the Licensor Project Manager is doing is all intended to establish the right footing for the project and ensure it flows smoothly from the very beginning of its lifecycle all the way to the end.

2. Planning

The Planning Phase is one of the busiest times in the project lifecycle. This is where the both the Licensor and Customer Project Managers work collaboratively to build a project schedule that contemplates schedules and resource availability. This is also the phase of the project that it is formally "kicked off," and an on-site or remote meeting is scheduled to once more review, and confirm, the project's scope, objectives, and deliverables. Licensor will also take this opportunity to review its implementation methodology with the customer to formalize roles and expectations for both sides.

3. Execution

The Execution Phase of the project occurs after a project schedule has been finalized, and agreed to, by both parties. In this phase, Licensor's resources are officially engaged and begin working with the customer to implement their chosen solution according to the project schedule. Activities during this phase include, but are not limited to:

- a. Business Process Review/Discovery
- b. Configuration
- c. Data and Image Conversion
- d. Forms and Reports Development
- e. Training
- f. System Testing/Validation

For each activity, Customer will have a dedicated resource working strictly on their project. This is done to ensure that there is continuity throughout the entire project. Further, it gives the customer's Subject Matter Experts (SMEs) direct points of contact that they can discuss specific concerns with and since the resources are only dedicated to the customer's project, they can expect to receive timely feedback.

4. Monitor and Control

The Monitor and Control Phase of the project runs parallel with the Planning and Execution phases of the project. That is, during these periods, the Licensor Project Manager is accountable to the customer and performing key activities that help drive the project to a successful Go-Live. These activities include, but are not limited to:

- a. Conducting Regularly Cadenced Status Meetings,
- b. Providing Regular Status Reports,
- c. Performing Issue and Risk Management,
- d. Performing Schedule Management,
- e. and Performing Change Management

5. Project Closeout

The Project Closeout Phase formally verifies that all processes and activities defined at the beginning of the project are complete and in accordance with the customer's quality expectations. It formally establishes that the project is complete and that no more work is required to meet the objectives of the project. To accomplish this, Licensor reflects on the artifacts collected during the monitor and control phase and ensures that all issues and outstanding items identified throughout the project are resolved and/or complete. Licensor will not call a project complete until all items have been delivered and a project closeout report has been officially delivered and accepted.

6. PROJECT MANAGEMENT

1. Project Management

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Licensors will assign a Project Manager to Customer's Landmark Implementation project. The Project Manager will participate remotely on-site as dictated by the mutually agreed upon project plan. Licensors assume the Project Manager will be assigned to the Customer for the duration of the project. However, if not, then Licensors will notify Customer within five days of the change. The Project Manager will be responsible for the creation and maintenance of the deliverables defined in this SOW.

2. Project Organization: Licensors Key Personnel

<u>Position / Role</u>	<u>Percent of Time on Project</u>	<u>Duration on Project</u>
<u>Project Manager</u>	50%	Entire Project
<u>Director of Implementation</u>	10%	Entire Project
<u>Conversion Developer</u>	25%	Phased
<u>System Engineer</u>	25%	Entire Project
<u>Reports & Forms Developer</u>	25%	Phased

3. Project Organization: Customer Key Personnel

<u>Role / Responsibility</u>	<u>Number of Staff Members</u>	<u>Comments</u>
<u>Project Manager</u>	1	Primary point of contact for the Project on behalf of Customer. Oversees all aspects of the project and participates in Business Analysis and Training activities.
<u>System Administration and Configuration</u>	(Determined by Customer)	This person will coordinate all technical efforts that involve Landmark, including backups, hardware safety, drive space, network uptime, server/network maintenance, etc. This person(s) should have an understanding of SQL, Crystal Reports and be able to configure all user workstations according to a defined set of specifications provided by Licensors. This person must have a general understanding of the Customer Office's hardware and network setup and maintenance schedules.
<u>Database/Network Administration</u>	1	This person will be responsible for ensuring the integrity of regular backups, and uptime of the Customer's Office network. This person will also work with Licensors on implementing new versions in both the test and live environment. This person(s) should possess an understanding of SQL, and the Customer network infrastructure. Experience with running scripts, DB backups and restores, as well as county-wide security settings will be needed.
<u>Functional User Support</u>	1	The user support specialist is the Customer's Office user's first call if they have a question or concern about the system. The user support person will do their best to provide a resolution prior to escalating the event to Licensors. This person(s) should have a thorough understanding of Landmark and other software that may be used (M.S Office, Finance Package). This person will also need excellent communication skills and good deductive reasoning for trouble shooting.
<u>Ongoing Training</u>	(Determined by Customer)	The Training Specialist will become the 'system expert'. Licensors will train the trainers until they have a complete understanding of both the user and administrator interfaces. This person(s) should have a thorough understanding of Landmark and other software that may be used (M.S Office, Finance Package). This person should possess excellent communication skills and the ability to explain processes in a way that is easy to follow.

4. Project Plan

The Licensors Project Manager may modify the existing detailed project plan during the project planning phase. Any changes will be presented to Customer, and Customer's Project Manager will be responsible for providing feedback within 2 weeks.

The Project Plan contains:

- a. All project activities and tasks
- b. Dates of project activities and tasks
- c. Resource assignments
- d. Payment milestones and deliverables
- e. Task dependencies

5. Meeting Agendas

The Licensors Project Manager is responsible for providing detailed agendas for any meeting relevant to the project, including status calls and any engagements with a Developer or System Engineer. These agendas will include:

- a. Meeting Objective

- b. Tasks to be performed
- c. Participants
- d. Meeting topics

Further, detailed meeting notes will be provided after each meeting that includes the following:

- a. Summary of conversation
- b. Action items for all responsible parties

6. Status Meetings:

Both Licensor's Project Manager and Customer's Project Manager will hold status meetings at an agreed upon frequency with the core project team members. Topics to include:

- a. Project Plan
- b. Current Activities
- c. Action items from previous meeting
- d. Issues and risks
- e. Payment milestones and deliverables

7. Status Reports:

Licensor's Project Manager will be responsible for creating monthly status reports for the duration of the project. These status reports will be used to communicate key information to Customer. Reports will include:

- a. Project health
- b. Summary of work performed
- c. Late or overdue items
- d. Status of key payment milestones
- e. Project timeline
- f. Issues and risks
- g. Risk mitigation strategies
- h. Project budget

8. Pre and Post Trip Reports:

Licensor's Project Team will be responsible for providing written trip reports both before and after each scheduled on-site activity within five business days of the engagement. The trip report will include high-level topics covered, key decisions made (or to be made), action items for Customer and Licensor, and topics to be covered in the next visit.

7.CHANGE CONTROL

1. Issue Log:

Both Licensor and Customer will maintain a list of issues, open and closed, that have been identified throughout the project. This issue log will be maintained using Licensor's tracking system. Licensor's Project Manager will grant Customer's administrators and supervisors' access to the system so that issues can be reported, tracked, and responded to throughout the duration of implementation. Every submitted issue will receive a tracking number and will be incorporated into the project's issue log for review at weekly status meetings and in status reports.

Before the project is closed out, any remaining open issues will be addressed as part of a post Go Live issue resolution plan. This plan will be created by the Licensor Project Manager and approved by Customer.

2. Change Control Process:

Change control is the process through which all changes to the project's baselines are controlled and executed. This is necessary to ensure that the triple constraints of the project (cost, scope, and time) are maintained and do not grow disproportionate to the other, which will ultimately impact the overall quality of the project. Licensor's Project Manager will monitor and control change throughout the project by undertaking the following activities:

- a. Logging all change requests in a change log
- b. Evaluating the impacts of proposed changes
- c. Re-baselining the project schedule and other documents as appropriate

The Licensor Project Manager and Customer Project Manager will work together to seek approval for a requested change. The effort will include receiving input from both Licensor and Customer employees that will be impacted by the change. After mutually agreeing to the terms of the change, the Customer Project Manager will complete the appropriate Change Order form. The form will then be routed for required approvals.

Changes may occur for any reason, and it is the responsibility of both parties to document the changes they are requesting in the change log using a Change Order form. The completed form will be returned to Licensor's Project Manager.

Changes that are approved by the Project Steering Committee will automatically result in the re-baselining of the project. This may require interaction from the Customer's project manager to ensure that proposed changes do not impact the Customer's constraints.

3. Estimated Costs:

The following Licensor standard rates will apply to Change Orders.

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<u>Services Requested</u>	<u>Hourly Rate</u>
System Configuration	\$225
Project Management	\$225
Development / Programming	\$225
Data / Image Conversion	\$225
Reports and Forms Development	\$225
Services	\$800 (Daily Rate)
Daily Travel Rate (per person/per day)	\$364

4. Dispute Resolution Process:

It is anticipated that challenging issues will arise throughout the implementation project due to the complex nature of implementing an Official Records Management System. To ensure that these challenging issues are addressed in a timely manner, Licensor and Customer will utilize the following dispute resolution process:

- a. All communication regarding project issues must be directed to the Licensor Project Manager or Customer Project Manager.
- b. During the regular status meetings, issues and concerns will be actively and openly discussed.
- c. Should issues begin to interfere with the project, both Licensor and Customer maintain the right to escalate issues to the Licensor management team or Customer management team, according to the following escalation paths.

Licensor Escalation Path:

<u>Order</u>	<u>Contact</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
1.	Sandra DeAguiar	Director of Implementation	Sandra@ptghome.com	407.321.7434
2.	Stacey Miksa	EVP Technology	Smiksa@ptghome.com	407.321.7434

Customer Escalation Path:

<u>Order</u>	<u>Contact</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
1.	Beth Zilla	County Clerk & Recorder	beth.zilla@phillipscounty.co	970.854.3131
2.				

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8. FUNCTIONAL DISCOVERY

Licensor's Project Manager and System Engineer(s) will conduct discovery sessions, either remotely or in person at Customer, to observe, notate, and provide recommendations as to how workflows will be implemented within Landmark. These will be the building blocks for the department processes and will be presented to Customer during Process Functionality Workshops.

1. Functional Discovery Deliverables Summary:

- a. Licensor will conduct a discovery session to observe current workflows.
- b. Licensor will make workflow and efficiency recommendations based on existing or proposed functionality in Landmark.
- c. Licensor will complete a process map as it exists today and provide a copy to Customer.
- d. Licensor will identify any areas to be considered gaps.
- e. Licensor will create a training plan tailored to the workflow requirements of Customer.

9. SYSTEM INSTALLATION

1. Licensor will install the following Landmark environments for Customer:

- a. Production
- b. Test

2. Licensor uses the following environment methodology as part of implementation:

- a. Initial installation is completed into a Pre-Production environment.
- b. All configuration, core training, and testing is completed in this environment.
- c. This environment is used during training as a testing environment/sandbox environment for users to learn in.
- d. Prior to Go Live, this Pre-Production environment is cleared of data and the final conversion is completed.
- e. Pre-Production is now Production.
- f. After Go Live, an additional installation is completed on one server and is the Test environment.

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10. CONFIGURATION

Following the initial discovery session, Licensor will create a complete process map of the Customer's workflows and indicate areas of desired and recommended improvement. Licensor will configure Landmark to adapt to all the requested workflows and requirements as outlined and agreed upon by Customer and Licensor. All configurations will be internally tested throughout the project before pushing to the Customer's environment for testing and approval.

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1 Configuration Workshops:

<u>Course Name</u>	<u>Description</u>
<u>Initial Process Functionality Workshop</u>	<u>A more in depth and detailed overview of the workflow that the Licensor System Engineer and Project Manager have created and implemented from process discovery early in the project.</u>
<u>Process Functionality Workshop</u>	<u>Configuration elements that did not meet the Customer's satisfaction from the initial workshop will be remediated by the System Engineer and presented again to Customer in an iterative approach until no processes need to be altered. This process will repeat itself until results are agreed upon between both Customer and Licensor.</u>

11. FORMS AND REPORTS

Licensor has included fifteen (15) standard forms and reports development in the price of Landmark as well as the Licensor Performance Center. The Licensor Performance Center allows Customer to create, manage, schedule, and share their own reports in true ad hoc Reporting. Should Customer choose standard Licensor built reports, they are responsible for completing a Forms and Reports Standard Workbook that will define the following:

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- Form/Report Name
- Font Specifications
- Line Spacing
- Page Orientation
- Margins
- Date Formatting

Customer is responsible for identifying all forms and reports that will vary from these standards during the discovery process. Forms and reports discovery will be conducted either on-site or remotely using an online conferencing software as determined by both Licensor and Customer Project Managers.

Additional hours for forms and reports development that are outside this scope may be requested by Customer, but they will be subject to a separately executed Change Order. Licensor utilizes the following rules when scoping forms and report development hours:

- Simple – Estimated 4 hours
- Medium – Estimated 16 hours
- Complex – Estimated 40 hours
- Highly Complex – Estimated 80 hours

1 Process for Forms and Reports Development

Licensor and Customer will follow the process outlined below for forms and reports development during each phase of implementation. Note that forms and reports will be developed by a member of Licensor's forms and reports team (referenced as Forms Developer in the remainder of this section).

<u>Step</u>	<u>Task Name</u>	<u>Licensor's Role</u>	<u>Customer's Role</u>
<u>1</u>	<u>Create forms and reports listing document.</u>	<u>Support Customer in creating the forms and reports listing document.</u>	<u>List all needed forms and reports.</u>
<u>2</u>	<u>Forms and reports Discovery</u>	<u>Participate in and make discovery decisions.</u>	<u>Document specifications.</u>
<u>3</u>	<u>Create Specifications</u>	<u>Provide input on best practices.</u>	<u>Develop specifications for each form and report for Licensor to review.</u>
<u>4</u>	<u>Approve Specifications</u>	<u>Review Customer's specifications and provide feedback on best practices. Identify the effort tier per report (simple, medium, complex, highly complex).</u>	<u>Submit specifications for each form and report for Licensor to review. Customer sign off on reports specification and effort.</u>

5	Forms Developer creates forms and reports and delivers to Customer for review.	Create all forms and reports and deliver them to Customer for review.	Provide Subject Matter Experts (SMEs) to answer questions and review forms and reports as necessary.
6	Test forms and reports.	Answer any and all questions pertaining to forms and reports that result from Customer's testing.	Review and test all forms and reports. Provide feedback to Licensor.
7	Final adjustment of forms and reports.	Forms Developer adjusts all forms and reports, as necessary, based on Customer feedback reported in Step 6.	Retest forms and reports that required adjustment.
8	Customer sign off.	Provide task Completion reports to Customer for signature.	Sign off on delivered Task Completion reports and deliver to Licensor's Project Manager.

12. DATA CONVERSION

Licensor and Customer will work together to create a crosswalk table for the conversion of data from the legacy system. During the project, there will be further discussion and discovery, allowing Customer to request modifications to the scope of the contracted data conversion services. Licensor's conversion services are outlined below.

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1. A project plan will be built and agreed upon by both Licensor and Customer that ensures the conversions are accurate and correct. Conversions are successful when the legacy system data that is being converted and imported into the Landmark application appears as if it were an original record within Landmark.
2. Customer will assist and advise on data mapping, as required, and work closely with the Licensor conversion team to ensure that the database schema is mapping correctly.
3. Customer will provide legacy data in Licensor's specified format.
4. Licensor will routinely convert data into a test environment for Customer's review depending on Customer's availability and desired cadence.
5. Customer will promptly test the data conversion and report any issues to Licensor that they will work together to resolve.
6. Licensor will reconvert the data if conversion issues were reported.
7. Customer will revise their data files if the issues are due to data mapping.
8. Licensor commits to performing conversions until Customer approves the final data conversion.
9. Customer understands that any delays on their part in communicating issues may result in delays to the project.

Data conversion is a joint task between both Licensor and Customer. Customer is responsible for extracting data from their legacy systems and providing files to Licensor in a timely manner. Licensor and Customer will work together to import the received files into Landmark.

Step	Task Name	Licensor's Role	Customer's Role
1	Provide legacy databases to Licensor in a supported format.	Licensor to provide Customer with normalized data format for Customer load.	Provide legacy data to Licensor in a supported format.
2	Complete the mapping of all fields between the legacy database and Landmark.	Schedule calls with Customer and advise on best practices relating to interfacing data.	Participate in data mapping sessions and make decisions on field mappings.
3	Review and approve field mapping.	Revise mapping as necessary.	Review mapping and provide feedback.
4	Initial run of data conversion scripts.	Deliver first data conversion pass.	None.
5	Test results and report discrepancies.	Conduct data validation training with Customer. Validation training includes high level Landmark GUI training, forms and reports training to assist Customer in understanding where the data is in Landmark. Licensor to also teach Customer how to report conversion issues to Licensor.	Test and report discrepancies to Licensor for revision.
6	Revise mappings and conversion scripts.	Lead calls with Customer to remap database fields and alter conversion scripts to consider Customer feedback.	Test and report discrepancies to Licensor for revision.
7	Repeat steps until final conversion sign off.		

8	Final conversion sign off.	Provide Customer with a milestone completion report to document that database mapping is accurate and there are no data errors.	Sign the milestone completion report provided by Licensor's Project Manager.
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13. INTERFACES & INTERCHANGES

Customer will identify and provide a list of all required interfaces. Licensor and Customer will work together during the project to create the final scope for each interface. Licensor will develop these interfaces throughout the applicable phases of the project, and they will be tested by the process outlined in the Testing section of this SOW.

1. Interfaces Exchanges Deliverables Summary
 - a. Licensor to work with Customer to create the final scope for each interface.
 - b. Develop customizations listed below throughout the applicable phase of the project.
 - c. Remediate issues that arise from testing until acceptance of the interface by Customer.
2. Interfaces Exchanges List
 - a. Triadic

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14. TESTING

Customer will test all components of Landmark, as configured, as well as business processes, forms and reports, data conversion, interfaces, workflows, and customizations (if applicable). Customer will lead the creation of specific testing scripts unique to their own business processes, leveraging standard scripts provided by Licensor as a base. Licensor will assist throughout this process and report back to Customer the results of its testing.

Throughout the project, Licensor's Project Manager will hold regular status meetings with Customer stakeholders to address any testing issues, discrepancies or questions that have formed while working through the testing parameters. Testing plans may vary by user role, so Licensor's Project Manager will provide specific instructions for Customer of how to test certain processes that they must follow for the test to be deemed a success.

Licensor takes an iterative approach to testing and configuration so that the stakeholders involved are given a vetted and steadfast product. With this implementation and configuration philosophy comes multiple steps and processes for it to be successful. Customer can expect the structure of this approach to follow the outline below:

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Step	Task Name	Licensor's Role	Customer's Role
1	Perform baseline Landmark configuration.	Implement core processes once first pass of conversion is delivered to Customer.	None
2	Implement Workflow processes gained from discovery, development of customization items, and development of interfaces.	Incorporate all Customer specific processes into Landmark database that Licensor's Project Manager and System Engineer gained from discovery, development of customization items, and development of interfaces.	None
3	Process Functionality Workshop.	Licensor to demonstrate the Customer specific workflow processes to department stakeholders.	Provide feedback on process improvement from initial demo and notify Licensor of process acceptance.
4	Remediate configuration or adjust workflows as needed from Customer feedback.	Licensor System Engineer to alter configuration elements in Landmark from the requirements and feedback given at initial workflow workshops.	Sign off that process meets the needs of the stakeholder and provide acceptance to Licensor Project Manager.
5	Repeat step 4 until final workflow acceptance.	None	None
6	Provide testing parameters and scripts.	Work with department stakeholders to outline what testing parameters need to be incorporated after process signoff is gained.	Ensure that process testing encompasses the full extent of what the department's duties are on a day-to-day basis with no gaps.
7	Conduct process testing.	None	Test workflow processes with stakeholders to ensure no new issues or processes need to be added.
8	Remediate testing issues.	Remediate any items that arise from testing feedback.	Provide feedback to Licensor of any newly identified issues that come out of testing.

9	Final testing and workflow signoff	None	Inform Licensor Project Manager that all workflows and processes have been tested, remediated, and accepted at least 4 weeks before the Train the Trainer Landmark Training is to be held.
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15. TRAINING

Licensor will provide Customer with system User Guides and Administrative User Guides that carefully explain how to use the program to even the most novice of users. Licensor agrees to include the following training engagements as part of the scope of the project. Topics and agendas may be adjusted during the project based on a need's assessment conducted by Licensor, in combination with Customer, and agreement between Licensor and Customer. Many of the training sessions described below will be conducted on-site, but they may be substituted for remote sessions based on agreement between Licensor and Customer. A training schedule will be created and agreed upon during the Functional Discovery. The training process is performed in multiple phases and is customized to each customer's unique needs. The training process will occur in conjunction with software implementation. Several of these phases may overlap in execution timelines. In general, the phases are described as follows:

1. Train-the-Trainer Training: Licensor will use Train-the-Trainer approach for Customer's user training. All training modules can be performed on-site, unless otherwise requested by Customer. Licensor will train Customer's trainers on all Business Processes within Landmark, ensuring all Customer trainers are able to perform all their daily, weekly, monthly, and yearly processes in Landmark.
2. Administrator Training: Licensor will train Customer administrators on all aspects of how to set up and use the administrative workspace within Landmark. Customer is then responsible for the overall administrative setup and configuration following training, including user management (deactivating users, creating users, and resetting passwords).
3. Data Validation Training: Throughout the conversion processes Customer will participate by testing the data conversion and report any issues to Licensor that they will work together to resolve. Licensor will provide Customer's data validation testers with a high-level overview of Landmark and how to retrieve data elements to facilitate the data conversion process.
4. End User Training: End users are defined as staff members that did not receive Train-the-Trainer training. End user training is usually customized to specific tasks they are expected to complete. Their user access level is often restricted to their respective areas of service.

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16. GO LIVE

Licensor will adhere to the mutually agreed upon Go Live schedule outlined in the project plan. A typical Go Live begins with a Go/No Go meeting between both Licensor and Customer stakeholders to determine whether Customer is ready to Go Live and that everyone is cognizant of any risk items. Immediately after, the Go Live checklist is published detailing outstanding tasks to be performed and the person responsible for the steps of the operation. In the weeks leading up to Go Live, Licensor will work with Customer to train the users. Users will begin parallel testing Landmark alongside the current system. During this time, Licensor will have all users go into a "parallel mode" at a scheduled time. All users will then be tasked with complete their work in the legacy system as well as Landmark. This helps Licensor gauge user readiness as it relates to the workflow. The final conversion and remediation is completed on the weekend prior to Go Live. On-site support is provided for five (5) days after Go Live. Licensor guarantees a response within four (4) business hours of initial contact by email or phone.

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17. PROJECT ASSUMPTIONS

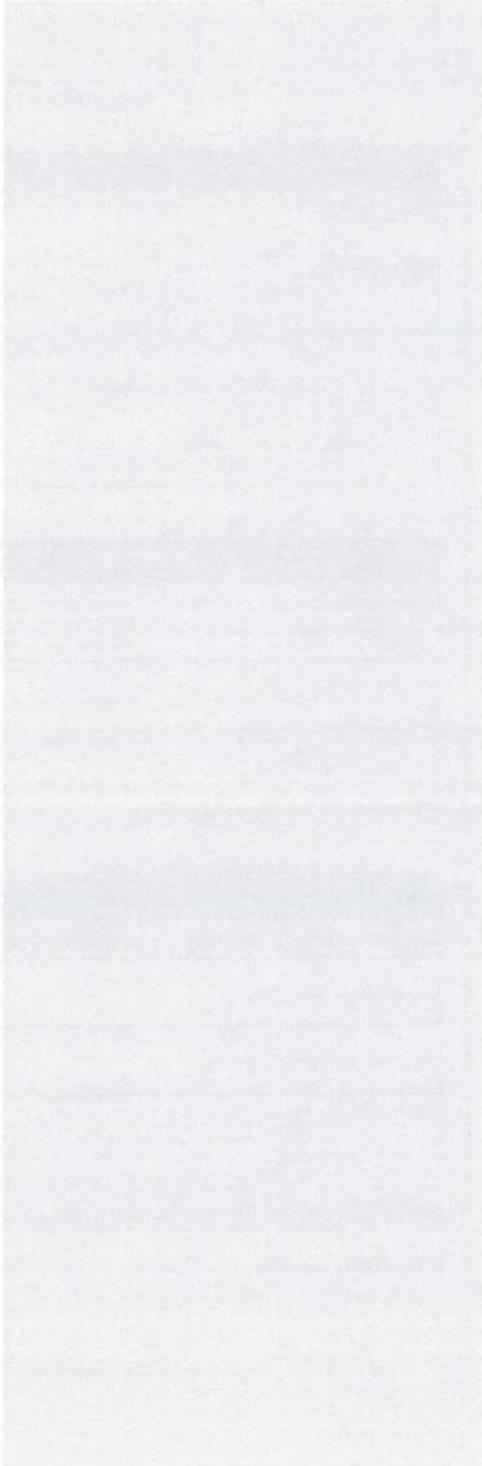
1. 5,000 Annual Recordings
2. 7 users (site license, no additional cost for added users)
3. Customer will clearly identify a stakeholder team for each module or appropriate subsection to work with Licensor. The stakeholder team must be empowered to make definitive decisions in terms of requirements, change control, sign off, and workflow re-engineering.
4. Customer will clearly identify and agree upon project requirements as per Customer's definition of acceptance.
5. Customer will provide a cooperative user community.
6. Customer will openly sponsor agreed upon workflow re-engineering, policy changes, and change requirements with Customer's user community.
7. Customer will consider implementation of workflow and efficiency recommendations by Licensor based on existing or proposed functionality within Landmark.
8. Customer will provide a testing community (for pre-release and requirement testing).
9. Customer will provide Licensor staff with on-site facilities and resources.

- 10. Customer will provide on-site meeting and training rooms.
- 11. Customer will provide Licensor access to data environments, both on-site and remote. Licensor recognizes this assumption may require specific clarification.
- 12. Customer will meet with Licensor as scheduled (in person or via phone/teleconference).
- 13. Customer will provide delivery of assigned action items in a timely manner.
- 14. Customer will recognize the impact on the delivery timeline of unscheduled changes and ultimately the delivery of assigned action items.
- 15. Customer will provide technical services as requested, in relation to the project.
- 16. Customer will provide equipment as per Licensor's specifications, or a willingness to work in conjunction with the Licensor team to leverage similar pre-existing resources. This may include the need to provide Licensor with equipment for testing, coding, and configuration purposes.

4. ASSUMPTIONS

Project Assumptions:

4.1. _____



SCHEDULE B : Pricing and Payment Schedule

1. FFES

Description	Recurrence	Fees
License Fees <ul style="list-style-type: none"> Landmark Software License 	One-Time	\$79,050.00
Licensor Services <ul style="list-style-type: none"> Project Management & Business Analysis Onsite Support (15 days) Data & Image Conversion (Primary Database, estimated 85 hours) Reports & Forms (10 Reports) 	One-Time	\$41,485.00
Software Support/Maintenance <ul style="list-style-type: none"> Version upgrades Toll-free Help Desk assistance 	Annually	\$21,579.00

2. TRAVEL COSTS

Description	Rate
Meals and Incidental	GSA Per Diem Rates
Lodging	Actual Charges
Transportation- Rental Car	Actual Charges (midsize vehicle)
Transportation – Air Travel	Actual Charges (Coach Fare)
Transportation – mileage	Privately owned vehicle mileage reimbursement per GSA Statute
Transportation – Taxi, Parking, or other	Actual Charges

3. OPTIONAL SERVICES

Description	Rate (based on performance location)
Records Management Services – Professional Services	
Project Management Services	Customer Site: \$75 per hour PTG Headquarters: \$50 per hour
Document Preparation Services	Customer Site: \$35 per hour PTG Headquarters: \$20 per hour
Indexing Services - Land Records <ul style="list-style-type: none"> Bk/Pg, Grantor (1-2 parties), Grantee (1-2 parties), record date, doc type Other Indexing needs to be assessed as quantified 	Customer Site: \$0.35-\$0.65 per document PTG Headquarters: \$0.35 per document
Records Management Services – Film Scanning	
Micro Film- 16mm Role	Customer Site: \$0.02-\$0.03 per image PTG Headquarters: \$0.015-\$0.025 per image

<u>Micro Film- 35mm Role</u>	<u>Customer Site: \$0.025-\$0.035 per image</u> <u>PTG Headquarters: \$0.02-\$0.03 per image</u>
<u>Microfiche</u>	<u>Customer Site: \$0.06-\$0.08 per image</u> <u>PTG Headquarters: \$0.05 per image</u>
<u>Records Management Services – Paper Document Scanning</u>	
<u>Removable Pages</u>	<u>Customer Site: \$0.06 per page</u> <u>PTG Headquarters: \$0.05 per page</u>
<u>Bound Pages</u>	<u>Customer Site: \$0.15 per page</u> <u>PTG Headquarters: \$0.12 per page</u>
<u>Oversize pages (larger than 11" x 17")</u>	<u>Customer Site: \$0.75 per page</u> <u>PTG Headquarters: \$0.70 per page</u>

4. PROJECT PAYMENT

1. Payment Milestones

- a. 50% of License Fee invoiced on Effective Date
- b. 25% of License Fee invoiced on installation of Software
- c. Remaining 25% of License Fee invoiced on Go-Live Date
- d. Services will be billed monthly as completed
- e. Software Support/Maintenance will be invoiced upon conclusion of the Warranty period (first ninety (90) days post Go-Live), then annually thereafter

2. Payment Assumptions:

- a. Invoices are due within thirty (30) days of invoice date
- b. Licensor offers Landmark with a perpetual license and a no per-seat limit
- c. The standard maintenance agreement covers all support, along with software releases
- d. Any revisions due to legislative mandates are included at no additional charge to Customer

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<u>Description</u>	<u>Reurrence</u>	<u>Fee(s)</u>

SCHEDULE C : Service Level Agreement

I. DESCRIPTION OF SERVICES

1.1. Support Services

- 1.1.1. During the term of this Agreement, Licensor will provide the services described herein so as to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in the Schedule.
- 1.1.2. Licensor will make available to Customer a telephone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm EST, Monday through Friday, excluding Holidays. This service telephone line can also be used to notify Licensor of problems associated with the Software and related documentation.

1.2. Remedial Support

Upon receipt by Licensor of notice from Customer through the Licensor Support Center of an error, defect, malfunction or nonconformity in the Software, Licensor shall respond as provided below:

1.2.1. Critical Defect:

Response: Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours and an emergency software fix or an acceptable work-around will be provided within eight (8) business hours. Licensor will continue to provide best efforts to resolve Critical Defects and will provide problem resolution within five (5) business days of the reported issue.

1.2.2. Non-Critical Defect:

Response: Licensor will provide a response by a qualified member of its staff to begin to diagnose and to correct a Non-Critical Defect problem as soon as reasonably possible, but in any event a response via telephone will be provided within four (4) business hours and an emergency software fix or an acceptable work-around will be provided within five (5) business days.

1.2.3. Feature Request:

Definition: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Licensor.

Response: Licensor will provide, as agreed by the parties via Change Order, a resolution for Feature Requests in future software releases.

1.3. Services

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- 1.3.1. Bug fixes;
- 1.3.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;
- 1.3.3. Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and
- 1.3.4. Performance enhancements to Software
- 1.3.5. Updates do not include:
 - a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
 - b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

Updates will be provided in machine-readable format and updates to related documentation will be provided in soft copy form. All such deliveries shall be made available to Customer at a specific Licensor FTP location. Duplication, distribution and installation of Updates are the responsibility of Customer. If requested prior to 5:00pm on the current business day, Licensor will provide assistance for the installation of Updates on the next business day.

Licensor will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, Licensor shall have no further responsibility for supporting and maintaining the prior releases.

Licensor assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Software if Customer has made changes to the system hardware/software configuration or modifications to any supplied source code which affect the performance of the Software and which were made without prior notification and written approval by Licensor. Licensor assumes no responsibility for the operation or performance of any Customer-written or third party application.

1.4. *Services Not Included*

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Change Order

2. **SERVICE LEVEL AGREEMENT MANAGERS**

2.1. Licensor and Customer will each appoint an appropriate person for ongoing development and management of the Agreement. SLA Manager responsibilities are as follows:

- 2.1.1. Serve as the Point of Contact (POC) for problems or concerns related to the SLA itself and the delivery of services described in the SLA.
- 2.1.2. Maintain ongoing contact with the other party's SLA Manager.
- 2.1.3. Serving as the primary POC in the escalation process.
- 2.1.4. Coordinating and implementing modifications to service delivery and to the SLA Schedule.
- 2.1.5. Periodically assessing the effectiveness of mechanisms selected for service tracking and reporting.
- 2.1.6. Planning and coordinating service reviews.
- 2.1.7. Facilitating and participating in conflict resolution processes regarding service effectiveness.
- 2.1.8. Assessing and reporting on how the Licensor and Customer can further strengthen their working relationship.

3. **LOCATIONS**

3.1. *Customer Provided Network Location(s)*

Address: _____

4. **RESPONSIBILITIES**

4.1. *Customer Responsibilities*

- 4.1.1. Properly stage all Equipment in the Production and Testing environments at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.1.2. Arrange for all labor, tools, and test equipment necessary to completely install and test the Equipment at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.1.3. Provide Licensor with a Customer contact list including names, cell and office phone numbers and pager numbers if available of key contacts for the routine service and emergency repair of the Equipment at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.

- 4.1.4. Make necessary arrangements to work cooperatively with Licensor in the isolation of troubles at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.1.5. Bear all costs associated with third party vendor efforts in disaster recovery of the Equipment and Covered Software at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.1.6. Provide Licensor with any necessary agency authorization, such as access badges, as may be required for Licensor to fulfill its obligations under this Service Level Agreement Schedule.
- 4.1.7. Report all troubles with the Software as outlined in SCHEDULE C section 1.
- 4.1.8. Request assistance from the Licensor with "First Level Services".
- 4.1.9. Assure proper machine configuration, audit controls, and operating methods.
- 4.1.10. Establish adequate backup plans, based on alternate procedures.
- 4.1.11. Implement procedures and checkpoints to satisfy requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.
- 4.1.12. Customer will be responsible for all hardware, including but not limited to, workstations, servers, IVR equipment, printers, and scanners. Customer will run any Licensor supplied installation files to install any necessary files on a workstation or server that are required to use the Software.
- 4.1.13. Customer shall provide notification at least sixty (60) days prior to upgrading or replacing infrastructure that are part of a normal end of life replacement plan that requires the assistance of the Licensor. Upgrades include but are not limited to (i) server upgrade or replacement, (ii) IVR upgrade or replacement, (iii) test environment or production environment changes. Emergency support due to hardware failures do not require advanced notice. However, emergencies created due to hardware and infrastructure failures fall under Billable Call Maintenance.

4.2. *Licensor Responsibilities*

- 4.2.1. Licensor will provide a central telephone number and email address to be used by Customer to report all troubles, schedule visits, request service, and to request Licensor Technical Support as outlined in sections 1 and 2 of this Schedule.
- 4.2.2. Licensor will provide Customer with installation files when necessary that will allow Customer the ability to install any necessary files on a workstation that are required to use the Software.
- 4.2.3. Licensor will provide Customer with updates and patches for any defect or enhancement made to the Covered Software even if the defect or enhancement was not reported by Customer.
- 4.2.4. Licensor will perform "First Level Services" on the Customer Test Environment and the Customer Production Environment for Covered Software for the Customer or the Customer's designated vendor at the Customer Provided Network Location(s) specified in SCHEDULE C section 3.1.
- 4.2.5. Licensor performed "First Level Services" on the Covered Software is defined as follows:
 - a. Execute approved SQL Scripts for updates and patches.
 - b. Install updates to Software.
 - c. Install patches to Software.
 - d. Modify IVR scripts if affected by updates and patches.
 - e. Support and diagnostic services as outlined in SCHEDULE C section 1.
 - f. Report any Customer-side defects causing Software performance issues.



Phillips County Clerk and Record

Motor Vehicle Department Elections Recording Drivers License

221 S. Interocean Ave.
Holyoke, CO 80734
(970) 854-3131
(970) 854-4745 fax
Beth.zilla@phillipscounty.co

August 2, 2023

Clarification on Grant Application

To: ERTB Grant Board

This letter is to clarify the appropriations of the unused funds from prior grant. I will send you a check in the amount of \$4,050. I will not be using these funds if current grant with Pioneer is approved as this amount was to pay for ecommerce with Tyler. If this grant is with Pioneer is granted, the ecommerce is included in the Pioneer grant proposal so I will not be using Tyler for ecommerce. If this grant is not granted to me then I will be using Tyler for ecommerce in the amount of \$4050. Is it appropriate for me to hold onto this funding until decision on grant has been made by you?

Thanks, Beth

Beth Zilla, Phillips County Clerk



What percentage of your land documents are accessible online? What will the percentage be if this grant application is approved? **Currently working on getting micro fiche digitized and on line with RMMI. Once that it done I will have 100 % of documents available on line.**

Grant Information

Why are you applying for grant funds? - Phillips County Clerk & Recorder is applying for grant funds for various reasons. Primarily, we want to upgrade our system (our current system is old) to be able to provide to our internal staff, county users, and all other external users a product that provides much more capability in access, payment processing, managing funding, automated access to images, documents, indexes in either printed format or electronic format. Our current eRecording process is not fully automated and that is wanted to improve processes. With a new system we will be able to manage the sequence of recordings based upon statutes and county process. This will become much more consistent and controlled. We want to be able to protect our data and the users that access the data with the included Fraud Alert. This also means protecting the information and all data points stored in our database related to all submissions and previous data submitted. Lastly, we want to provide a system that is easy to use for our staff, our county users, and something that is consistent with other larger counties in Colorado. The system we have selected addresses all these needs and more and is used by other counties (Adams, Douglas, Larimer, Mesa, Montrose, Jackson). The system includes all software updates with annual maintenance. This simple but important distinction will allow us to stay current on any future legislative changes and also prevent our office from falling behind on future technology. The future proofing of our ever important recording system is one of the most important benefits of this grant. We will also save money over time by converting to this system.

Amount of grant request (no funding requests involving expenditures past June 30, 2026). - Phillips County is requesting the following: Total = ~~\$185,812~~ **\$185,272**

What do you want to use the grant money for? Break out the expenses and include bids, invoices, or proposals with your request. What specific equipment and software do you want to purchase? -

Landmark Software License	= \$79,050.00
Landmark Services	= \$41,485.00
Landmark Annual Support (Three years at \$30,000)	= \$65,277.00 \$64737

If you are requesting grant funding for digitization and indexing, please provide a general description of the documents to be digitized and/or indexed, the approximate date ranges, the total number of pages or documents, and an estimate of the percent of documents that are not related to interests in real property. If there are documents not listed in the Board's Policy Governing Grants for Digitization and Indexing, as examples of real property documents but the Clerk believes are related to interests in real property, please provide an explanation of why the documents are related to real property. Attach supporting bids if applicable. Bids should include the number of pages and/or documents to be digitized and/or indexed. For further information, see the Board's Policy Governing Grants for Digitization and Indexing. - **N/A**

If you are requesting grant funding to improve the security of your county's general information technology systems, please describe generally the security measures to be undertaken with grant funds and explain why/how the improvement is necessary to improve the security of your electronic filing system. - **The funds are not specifically being requested for improved security of the county's general information technology systems but inherently in the new system advanced safeguards through technology will be included in the new system therefore improved security will be attained. A fraud alert system is also included with the new system.**