

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EASY ACCESS INC.

This Agreement is entered into this 1st day of July 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Easy Access, Inc. (EAI), hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Easy Access Inc. Maintenance Support Agreement.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed One hundred nineteen thousand five dollars (\$119,005). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2018, through June 30, 2019,.

5. Termination

This Agreement may be terminated by Contractor or by the County of San Mateo or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at

issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;

- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their

respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jim Irizarry, Assistant Assessor County of San Mateo
Address: 555 County Center Redwood City, CA 94063
Telephone: 650.363.1808
Facsimile: 650.363.1903
Email: jirizzary@smcacre.org

In the case of Contractor, to:

Name/Title: Cody Hamer, Director of Operations
Address: 4200 N. Bicentennial Drive McAllen, TX 78504

Telephone: 800.926.3466
Facsimile: 956.682.0906
Email: cjhamer@hecorp.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: EASY ACCESS, INC (EAI)



Contractor Signature

7-12-18
Date

William C Hamer
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. EAI shall provide the application software support services described in Paragraph 4 (hereinafter referred to as SERVICE) for a period of twelve (12) months beginning on July 1, 2018, or on such date, to be mutually agreed by the parties, as the SYSTEM defined in Paragraph 3 herein is fully operational in accordance with agreed specifications, whichever is later. Unless otherwise specified and agreed to in writing between EAI and COUNTY, SERVICE shall be guaranteed at the prices set forth in Exhibit B to this Agreement for this twelve (12)-month period, and shall be renewable thereafter for additional twelve (12)-month periods upon acceptance by both EAI and COUNTY in writing of an annual renewal agreement. Unless otherwise specified within this agreement, charges may be adjusted after the initial term for any new or renewal agreements.
2. COUNTY may purchase, and EAI shall not unreasonably withhold, continued SERVICE for additional twelve (12)-month periods at the rates specified in Exhibit B attached hereto, or at the then prevailing annual billing rate for SERVICE, unless:
 - (a) COUNTY gives notice to EAI within 30 days after receipt of EAI's invoice for SERVICE that COUNTY intends to terminate this agreement;
 - (b) COUNTY is no longer a valid licensee of EAI software;
 - (c) COUNTY is greater than 30 days in arrears for any EAI invoice(s);
 - (d) COUNTY has failed to incorporate EAI releases into the licensed software within 180 days following request for installation by EAI;
 - (e) COUNTY has failed to incorporate the computer manufacturer's operating system releases into COUNTY's SYSTEM (as defined in Paragraph 3, below) within 180 days following request for installation by EAI;
 - (f) EAI licensed software has been modified by other than EAI without EAI's written approval;
 - (g) the computer manufacturer's operating system has been modified by other than the manufacturer without EAI's written approval; or
 - (h) there has been an interruption in or termination of this agreement.

3. This agreement applies to the EAI software described in SCHEDULE A, which software is licensed to COUNTY, and is limited to the IBM System i, Model 8202-E4C and Serial Number 0646A0T, physically located at 555 County Center, Redwood City, California 94063-1662 (hereinafter SYSTEM), exclusive of revision level described in SCHEDULE A.
4. The SERVICE referred to in Paragraph 1 shall consist of all of the following:
 - (a) EAI shall provide COUNTY with a reasonable amount of consultation by telephone via a toll-free Customer Support Desk number to assist COUNTY in the use of the software during any normal forty (40)-hour work week, according to EAI's local time.
 - (b) The EAI Customer Support Desk shall log and track, from initial report through resolution, every COUNTY Software Action Request (SAR).
 - (c) EAI will assist the COUNTY in establishing its own support desk and EAI reporting procedure.
 - (d) EAI shall respond to every support request with either a resolution or a report of resolution status. Where the request call has been handled by the designated and pre-assigned account support representative, the response shall be provided during the initial request call; where the request has been handled by EAI's Support Desk personnel, the response shall be provided within twenty-four (24) hours of the initial request call.
 - (e) EAI shall provide COUNTY with support of software to substantially conform the software to EAI's published material for that release level of software identified in SCHEDULE A. EAI shall, within a reasonable time period, supply computer program code to correct any reproducible error, provided that EAI's diagnostics indicate that such non-conformity or error was in existence during the term of this agreement or during the initial warranty period extended to the COUNTY in the purchase agreement for EAI's software.
 - (f) Suspected error conditions will be investigated and corrected by EAI personnel. Such investigation and correction shall be performed at COUNTY's or EAI's offices, as mutually agreed according to the circumstances. Corrections shall be made as expeditiously as possible, at no cost to COUNTY, unless EAI, in its reasonable judgement supportable by substantial evidence, determines that the suspected error condition was attributable to a cause other than an error in EAI's software or an enhancement by EAI, in which case COUNTY shall pay EAI on a "time and materials" basis for its work on the correction as provided in Paragraph 9 (c), below. In the event EAI and COUNTY dispute the cause of an error, EAI and COUNTY shall work diligently, reasonably, and in good faith to resolve any such dispute as expeditiously as possible. If COUNTY and EAI cannot resolve any such dispute, they shall submit the dispute to arbitration in the manner outlined in the original purchase agreement.

- (g) EAI may provide to COUNTY, without additional charge, unsolicited error corrections or changes to the software which EAI determines are necessary for the proper operation of its software, and COUNTY shall incorporate these corrections or changes into the software within 180 days of release by EAI.
- (h) EAI will provide to COUNTY all enhancements released by EAI as standard enhancements that are generally made available to other customers purchasing comparable software during the term of this agreement.

EAI shall not install any software enhancement into COUNTY's licensed SYSTEM without the prior written approval of COUNTY.

EAI shall not install any software enhancements into COUNTY's licensed SYSTEM that have not been tested and proven in EAI's master copy of COUNTY's licensed software.

EAI shall provide to COUNTY, prior to the installation of a new enhancement, a written description of the expected impact of the enhancement on COUNTY's installed version of the software.

- (i) EAI shall provide to COUNTY, free of charge, all government-mandated assessment modifications, with an executed support agreement in place prior to the effective date of the modification.
5. During the term of this agreement EAI shall use its best efforts to maintain the software free of defects and imperfections that would prevent the software from performing in conformity with the original or then prevailing specifications set forth in EAI's published material.

EAI MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY WORK STATED HEREIN IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF EAI FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE OR BREACH BY EAI OF ANY TERM OF THIS AGREEMENT. IN NO EVENT SHALL EAI HAVE ANY OBLIGATION OR LIABILITY FOR DAMAGES, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OF ANY OTHER NATURE WHATSOEVER, EVEN IF EAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING DISCLAIMER PARAGRAPH SHALL HAVE NO EFFECT ON THE LIMITED WARRANTY AND LIABILITY PROVISIONS AGREED TO BY EAI IN THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT AND APPLICATION SOFTWARE LICENSING AGREEMENT EXECUTED ON MARCH 12, 1996.

6. Support fees shown in EXHIBIT B are exclusive of all present and future federal, state, or local sales, use, excise, or processing taxes, or any other tax or charge that is or may be imposed on the SERVICE provided, save taxes on net income. EAI's failure to include or correctly compute such taxes on its invoices shall not relieve County of its obligation hereunder.
7. EAI will provide additional SERVICE to maintain, modify, improve, or expand the SYSTEM according to any of the following pricing arrangements:
 - (a) A fixed-price support agreement, effective upon installation and acceptance of baseline product, is established as a percentage of List Price for the application software. EAI provides for a fixed annual support cost of 18% of List Price. This service provides for all standard updates, governmental mandates, improvements, and on-site services required by EAI at no additional charge, as well as daily remote support services for defects that develop from original and/or subsequent tailored or customized specifications.
 - (b) Fixed-price, turnkey hardware and/or software SYSTEM enhancement.
 - (c) Time and materials, "not to exceed" the mutually agreed cost estimate, at EAI's then prevailing hourly rates. Current rates are \$150-\$225 per hour (depending upon the skill level required for performance of the requested task) plus per diem expenses.

Cost estimates or quotations for enhancements or modifications shall be provided in advance upon COUNTY's written request, in compliance with EAI's established Software Action Request (SAR) procedures. Such cost statements shall be in writing, valid for a fixed period of time that may be extended by mutual consent. All modifications or improvements shall be acceptance-tested in the COUNTY's test or operational environment. In the absence of an executed Support Services Agreement, a ninety (90)-day software warranty, on the same terms as set forth in Paragraph 7 herein, is provided upon acceptance of the enhancement or modification by COUNTY. All application software provided by EAI is proprietary, with source code provisions detailed in EAI's Application Software License Agreement.

8. COUNTY agrees that all enhancements shall be the exclusive property of EAI pursuant to the COUNTY-EAI License Agreement.
9. During the course of this agreement, COUNTY shall provide EAI personnel with remote access for technicians as may be required by EAI to carry out its SERVICE obligations.
10. COUNTY will be responsible for maintaining the computer hardware, communications equipment, telephone lines, cabling, modems, and all other hardware equipment. COUNTY will make available

reasonable computer time for the testing and support of software. COUNTY will make available all necessary supplies such as paper, magnetic tapes, and disk packs.

11.

EAI and CLIENT agree that (a) each laborer shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards.

12. EAI and COUNTY agree that support SERVICE is provided during EAI's normal forty-(40) hour work week. Certain critical conditions may exist which require work outside these hours, and EAI will make best effort to respond. However, EAI reserves the right to provide a price quotation and estimate of time for SERVICE requested by COUNTY that requires substantial work outside EAI's normal working hours.

13. EAI and COUNTY agree that because EAI and COUNTY have invested significant time and cost in the training and development of the skills and knowledge of their employees toward a beneficial understanding and knowledge of specific software licensed to COUNTY and COUNTY's business processes, business procedures, and general application environment, COUNTY and EAI shall each be liable to the other in an amount equal to twice an employee's then current annual wage or salary if either of them employs an employee of the other, including an EAI parent company, subsidiary, or successor company, during the term of this agreement or within six (6) months after termination of this agreement. This payment shall be due within thirty (30) days of the employee's employment date with the other party.

SCHEDULE A

APPLICATION SOFTWARE PRODUCTS TO BE SUPPORTED

EAI shall provide the above described software and support SERVICE to the EAI software SYSTEMS and/or software modules listed below:

	Product Acronym	Product/Module Description
1.	EZ-CAM/RE	Real Estate Computer Assisted Mass Appraisal (CAMA) and Assessment Administration
2.	EZ-CAM/PP	Business Personal Property Computer Assisted Mass Appraisal (CAMA) and Assessment Administration
3.	GUI	Graphical User Interface

Note: The items above have been delineated by EAI and the COUNTY to operate only in the following user capacity environment:

Make: IBM System i

Model: 8202 **Processor:** E4C

Serial Number: 0646A0T

Users: 0-80

The above described software will be maintained under V7 R3 or greater of the IBM i OS/400 Operating System.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

All invoices are due and payable 30 day after receiving invoice upon receipt. In advance of each twelve-month renewal period, EAI will invoice COUNTY for the annual support fee described in EXHIBIT B, or in the then prevailing annual billing rate.

Support fees shown in EXHIBIT B are exclusive of all present and future federal, state, or local sales, use, excise, or processing taxes, or any other tax or charge that is or may be imposed on the SERVICE

provided, save taxes on net income. EAI's failure to include or correctly compute such taxes on its invoices shall not relieve COUNTY of its obligation hereunder.

In the event COUNTY makes any advance payment, EAI agrees to refund any amounts in excess of the amount owed by COUNTY at the time of contract termination. COUNTY reserves the right to withhold payment if COUNTY determines that the quantity or quality of work performed is unacceptable. In no event shall total payment for services under this agreement exceed \$119,005.

Product/Module Description	12 Month Agreement Fee	
	Date Range	US Dollar Amount
EZ-CAM/RE / Real Estate Computer Assisted Mass Appraisal (CAMA) and Assessment Administration	07/01/2018-06/30/2019	\$ 100,955
EZ-CAM/PP / Business Personal Property Computer Assisted Mass Appraisal (CAMA) and Assessment Administration	07/01/2018-06/30/2019	\$47,300
EZ-GUI, Graphical User Interface	07/01/2018-06/30/2019	\$ 5,750
Less Preferred Customer Discount		(\$ 35,000)
Total Amount for Agreement Period		\$ 119,005