

Attachment 6

Defined Terms

The below list is the Defined Terms that will need to be compiled as we continue drafting the Agreement.

“Acceptance Criteria”	has the meaning set forth in Exhibit A-9 (Acceptance Criteria) of the Agreement.
“Agreement”	shall mean the signed contract and all Exhibits thereto.
“Background Check”	means the examination or verification of all background information as specified in this Agreement, but at a minimum will include verification of name, work eligibility status, current address, educational background, work history, and court records for area of residence over the prior five (5) years, including felony violations or other acts involving a breach of trust or act of dishonesty.
“Business Functional Area”	means module of the APAS project business requirements such as Parcel Management, Change in Ownership, Exemptions etc.
“Change Control Procedures”	means those procedures set out in Exhibit A-7 (Change Control Procedures).
“County Location(s)”	means the County’s service location at 555 County Center, Redwood City, CA and 40 Tower Road, San Mateo, CA 94402.
“County Policies and Procedures”	has the meaning set forth in Section 3.5 of the Agreement.
“Confidential Information”	has the meaning set forth in Section 7 of the Agreement.
“Consents”	means all licenses, consents, authorizations and approvals that are necessary to allow (a) Contractor and Subcontractors to use solely in connection with this Agreement (i) County’s owned and leased assets, (ii) the services provided for the benefit of County under County’s third party services contracts, (iii) the County Owned Software, (iv) the Contractor Owned Software, and (v) any assets owned or leased by Contractor or Subcontractors, (b) County and Service Recipients to receive the Services, and (c) Contractor and Subcontractors to assign to County the Deliverables.

“Contractor Materials”

means materials (i) in existence prior to this Agreement, (ii) created, developed or acquired during the term of this Agreement but not exclusively for County, or (iii) generic in nature and used generally in the software, advertising or digital industries (e.g. APIs), or (iv) otherwise identified as Contractor Materials in the applicable Statement of Work.

“Control”

means, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

“County Data”

means all data and information (including Personal Data and all data related to the transaction contemplated by this Agreement and databases) (a) submitted or made accessible to Contractor or Contractor representatives or agents by or on behalf of County or County representatives or agents under this Agreement or (b) obtained, developed or produced by Contractor or Contractor representatives or agents in connection with this Agreement, including, with respect to (a) and (b) hereof, information relating to County's customers, members, individuals, employees, technology, operations, facilities, products, systems, procedures, security practices, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.

“Deliverables”

means (a) all materials, the APAS Solution, and Software (including all releases, versions, and iterations thereof), and applications, interfaces, modules, source code, object code, technology, systems, and related designs, documentation, plans, reports, templates, studies, written strategy documents, operating models, technical and technology architecture, abstracts and summaries, software configurations, business rules, databases, Documentation, Specifications, technology, processes, methods, and other materials or items; (b) any other works of authorship agreed to be delivered by Contractor under the Agreement or Statement of Work; and (c) other items produced, provided, conceived, or developed in the course of

performing the Services that are listed or described in the Agreement, or Statement of Work (including all Exhibits and Attachments) as a deliverable or is otherwise required to be delivered by Contractor to County in order to satisfy Contractor's obligations under the Agreement or Statement of Work. For the avoidance of doubt, Deliverables include the Production Deliverables or Non-production Deliverables.

"Documentation"

means documentation that is available or necessary to instruct or assist users, programmers, operators and system personnel in the installation, development, maintenance, operation, use and modification of Salesforce PaaS, Solution or Deliverables, as such documentation is updated from time to time.

"Declaration of Original Work"

a written declaration stating that Contractor has delivered ownership of the System, signed by an appropriate legal representative of Contractor.

"Effective Date"

means the date upon which the Agreement is approved by the County Board of Supervisors.

"End User"

means all persons or entities authorized by County to receive or use the Services or Deliverables provided by Contractor.

"Fees"

means the fees, charges, costs, and any other amounts payable by County to Contractor pursuant to this Agreement, including Exhibit B (Fee Methodology and Payments), for Services performed.

"Force Majeure Event"

has the meaning set forth in Section xx of the Agreement.

"Governmental Authority"

means any Federal, state, municipal, local, territorial, or other governmental department, legislative body, regulatory authority, or judicial or administrative body, whether domestic, foreign, or international.

"Holdback"

has the meaning set forth in Exhibit B (Fee Methodology and Payments).

"Phase"

means each of the phases of the Project, including the Definition Phase, Phase 1, Phase 2, and Phase 3, as set forth in the Agreement, and Statement of Work.

“Project”	means the Assessor Property Assessment System (“APAS”) Project as set forth in the Agreement, Project Plan, and Statement of Work.
“Specifications”	means the written materials that describe the functions, features, and/or technical aspects of Deliverables or Services, including all specifications and requirements thereto. Specifications include without limitation technical, functional, general, Software, business, and technological specifications and requirements, data migration/conversion specifications, integration/interface requirements, screen layout, technical designs, architectural and application designs, solution design, business rules, business processes requirements, performance standards and Technology Standards for the APAS solution and Deliverables, and all other requirements and specifications provided to or developed by Contractor, as such are updated from time to time, including without limitation, Statement of Work, and the Agreement.
“Term”	has the meaning set forth in Section 6 of the Agreement.
“Termination Assistance Period”	means a period of time designated by County, commencing on the date a determination is made by County pursuant to this Agreement that there will be an expiration or termination of this Agreement and continuing for up to eighteen (18) months after the expiration or termination of this Agreement, during which period Contractor will provide the Termination Assistance Services in accordance with the terms and conditions of this Agreement.
“Termination Assistance Services”	means (a) the Services (and any replacements thereof or substitutions therefore), to the extent County requests such Services during the Termination Assistance Period, (b) Contractor’s cooperation with County or another Contractor designated by County in the transfer of the Services to County or such other Contractor in order to facilitate the transfer of the Services or Deliverables to County or such other Contractor, and (c) any services requested by County in order to facilitate the transfer of the Services or Deliverables to County or another Contractor designated by County.
“Third Party Materials”	means Materials owned or controlled by any third party, including Third Party Software.

“Third Party Software”

means all Software products (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto) that are provided under license or lease by a third party to Contractor.

“Tools”

means any Software development and testing tools, methodologies, processes, technologies or algorithms and related documentation used by Contractor in providing the Services.

“Work Product”

is the same definition as Deliverables.

Other capitalized terms may be defined in the context in which they are used and have the meaning indicated.