



SharePoint Support

1. Objective

This arrangement for professional services (Arrangement) represents an agreement between Catapult Systems, LLC (Catapult) and SantaFe County. The purpose of this engagement is to provide SharePoint Administration, Configuration and Customization expertise to the SantaFe County Farm administrators.

2. Scope of Services

Catapult will provide one or more consultants to participate in this engagement on a *Time and Materials* basis. This scope of services may change based on SantaFe County direction or other factors that emerge during the course of the engagement.

3. Schedule

The Catapult consultant/s will work at the client direction based on resource availability.

4. Professional Service Fees

Catapult Systems will provide the services defined in this Arrangement on a *time and materials* under hourly rates published under GSA Contract: **GS-35F-0613W**

Consultant Level	Hourly Rate
Consultant IV	\$152.69
Consultant V	\$169.32

Based on the hourly rate and expected duration above, we recommend a minimum budget of \$5,000 to cover professional service fees for this engagement.

Catapult Systems will submit invoices for actual hours worked according to the Master Services Agreement in effect between Catapult and SantaFe County referenced in the appendix below.

By mutual agreement between SantaFe County and Catapult Systems, if this engagement requires travel by any Catapult employee, we will submit the expenses (and applicable receipts) on an invoice payable by SantaFe County as follows:

- Auto mileage: Current standard IRS reimbursement rates apply
- Airfare: Actual cost
- Hotel: Actual cost
- Car Rental: Actual cost
- Meals: Actual Cost



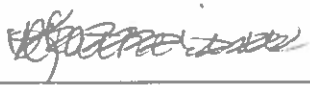

5. Terms and Conditions

This Arrangement is subject to the terms and conditions of the Master Services Agreement (MSA) between Catapult Systems and the SantaFe County in effect at the time of signature for this Arrangement.

- Any exceptions to the MSA are noted in this Arrangement and are not to be construed as permanent modifications to the Master Services Agreement (i.e. they apply only to this Arrangement).
- Capitalized terms not defined in this Arrangement shall have the meaning ascribed to them in the Agreement.
- To the extent that there is any conflict between this Arrangement and the Agreement, this Arrangement shall prevail.

The term of this Arrangement is effective beginning upon execution and continues through completion of the engagement.

6. Acceptance

CATAPULT SYSTEMS, LLC	SantaFe County
SIGNATURE 	SIGNATURE 
PRINTED NAME	PRINTED NAME Katherine Miller
TITLE	TITLE County manager
DATE	DATE 8.31.16

Approved as to form

Santa Fe County Attorney

By: 

Date: 8/23/16

 8/26/16



5. Terms and Conditions


This Arrangement is subject to the terms and conditions of the Master Services Agreement (MSA) between Catapult Systems and the SantaFe County in effect at the time of signature for this Arrangement.

- Any exceptions to the MSA are noted in this Arrangement and are not to be construed as permanent modifications to the Master Services Agreement (i.e. they apply only to this Arrangement).
- Capitalized terms not defined in this Arrangement shall have the meaning ascribed to them in the Agreement.
- To the extent that there is any conflict between this Arrangement and the Agreement, this Arrangement shall prevail.

The term of this Arrangement is effective beginning upon execution and continues through completion of the engagement.

6. Acceptance

CATAPULT SYSTEMS, LLC	SantaFe County
SIGNATURE 	SIGNATURE
PRINTED NAME David Rowe	PRINTED NAME
TITLE National Practice Director	TITLE
DATE 8/29/2016	DATE

Approved as to form
Santa Fe County Attorney
By: 
Date: 8/23/16

7. Professional Services Agreement

THIS AGREEMENT GOVERNS CLIENT'S ACQUISITION AND USE OF CATAPULT'S SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH THE TERMS "YOU", "YOUR", OR "CLIENT" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Professional Services Agreement

This Agreement ("Agreement") is made as of 7/14/2016, between Catapult Systems LLC., a Texas Limited Liability Company with its offices located at 1221 South Mo Pac Expressway, Three Barton Skyway, Suite 350, Austin, Texas 78746 ("CATAPULT"), and SantaFe County ("CLIENT").

WHEREAS, CLIENT desires to enter into an agreement on a non-exclusive basis to govern the purchase of CATAPULT's professional services including but not limited to programming, training, implementation and consulting services as more particularly described herein;

WHEREAS, it is the intent of the parties that the terms of this Agreement apply to any current or subsequent Statement of Work undertaken by CATAPULT on CLIENT'S behalf.

NOW, THEREFORE, for and in consideration of the terms and conditions and mutual obligations contained herein, the parties agree as follows:

SERVICES. CATAPULT agrees to provide to CLIENT on a non-exclusive basis the Services described in existing or subsequent Statements of Work issued by CATAPULT to CLIENT ("Services"), and CLIENT agrees to pay to CATAPULT the rates and charges for the Services described in the Statements of Work. CLIENT further agrees to comply with the terms of CATAPULT'S sublicense agreement as shown in Exhibit A of this Agreement.

TERM OF AGREEMENT. This Agreement shall commence upon the later date of either its execution by an authorized representative of CLIENT or its acceptance by CATAPULT and shall remain in effect until terminated as provided herein.

CATAPULT SOFTWARE. It is understood and agreed that CATAPULT may, in its sole discretion, use its proprietary software programs, manuals and documentation, and any modifications, enhancements, improvements, additions, alterations and new releases or versions thereof, whether or not created specifically for CLIENT, including but not limited to those described in Statements of Work ("Catapult Software"), in providing Services. CLIENT shall not acquire any proprietary or other rights, title or interest in or to such Catapult Software, however, upon payment to CATAPULT in full of all sums due by CLIENT under this Agreement, CATAPULT grants to CLIENT a perpetual, non-exclusive license to use the Catapult Software for its own internal business purposes, and to sub-license the Catapult Software to third parties pursuant to a written sublicense agreement which includes the language shown on Exhibit A to this Agreement.

CLIENT SOFTWARE. Except as provided otherwise herein with respect to Catapult Software, all rights in and to any modifications, enhancements, improvements, additions, alterations and new releases or versions of non-Catapult Software created by CATAPULT specifically for CLIENT pursuant to this Agreement ("Client Software") shall, upon full payment of all sums due to CATAPULT from CLIENT hereunder, belong to CLIENT. Notwithstanding any of the foregoing, CLIENT agrees not to market or to in any way use any Catapult Software as an independent "stand-alone" program or programs or in any other way separate and apart from the Client Software provided to CLIENT hereunder, without the express prior written consent of CATAPULT.

CHARGES AND PAYMENTS. The rates and charges for the Services are listed in the Statements of Work. Payment terms are net 30 from CLIENT'S date of invoices. CLIENT will be invoiced in U.S. dollars on a semi- monthly basis. All payments are due and payable in U.S. dollars at CATAPULT's offices in Austin, Travis County, Texas as shown above, or as CATAPULT may designate in the future. Disputes with respect to invoiced amounts shall be deemed waived if not raised in writing within such 30-day period. Unless specifically agreed to otherwise in the Statement of Work, these rates and charges may be revised in January of each calendar year by CATAPULT to reflect prevailing market rates and charges for the skill set required for this Agreement.

CLIENT agrees to pay any and all applicable Sales Tax.

CLIENT agrees to pay a late payment charge equal to the lesser of the maximum legal rate or one and one-half percent (1-1/2%) per month for any outstanding charges or portions thereof not paid by CLIENT to CATAPULT as provided herein. In addition to paying the charges invoiced by

CATAPULT, CLIENT agrees to pay amounts equal to any taxes resulting from Services provided under this Agreement including, without limitation, all sales and use tax.

FACILITIES. As may be reasonably necessary in the performance of Services hereunder, CLIENT shall provide to CATAPULT's representatives at no charge to CATAPULT office space, telephone, computer terminal, and access to office equipment such as copier, and facsimile. Secretarial support, other than phone messages, is not expected from CLIENT.

CONSULTANTS: Unless specifically agreed to otherwise in a Statement of Work, CATAPULT reserves the right to replace any particular consultant provided by CATAPULT under this Agreement with one of equal or superior qualifications. CATAPULT agrees to incur the costs of one of the two consultants during a one-week transition period.

TERMINATION. This entire Agreement and/or any individual project order hereunder may be terminated under the following conditions and in the manner specified:

- (i) immediately upon material breach by written notice from the injured party
- (ii) immediately upon written notice, in the event that either party files for bankruptcy or for some similar process of protection against creditors
- (iii) immediately upon CLIENT'S failure to pay CATAPULT'S invoices in accordance with the payment terms stated above
- (iv) as may be mutually agreed in writing.
- (v) after 30 day written notice by either party.

In the event of termination as specified above, obligations which by their nature survive termination such as but not limited to obligations to pay for Services rendered, protection of confidential information, ownership of rights to Catapult Software, Client Software and proprietary information and similar items shall all survive termination of any nature.

CONFIDENTIAL INFORMATION. Any information from either party, which is designated by stamp, label, or similar written method as confidential or proprietary shall be treated as such by the other party. Such treatment shall include the recipient insuring that such documents are not divulged to third parties without prior written consent by the issuing party. Each party's obligation under this section shall be deemed accomplished so long as it provides the same safeguards and procedures



that it customarily provides its own confidential and proprietary information. It is expressly acknowledged and agreed that this provision constitutes sufficient consideration for and gives rise to the obligations of the parties not to hire the employees of the other party, as described in more detail in the Non-Hire Provision below.

NO WARRANTY. THE SERVICES ARE PROVIDED WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND CATAPULT HEREBY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. CATAPULT FURTHER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES CONCERNING WHETHER THE SERVICES WILL PRODUCE ANY RESULT OR PERFORM ANY PARTICULAR FUNCTION. THESE DISCLAIMERS SHALL BE EFFECTIVE FOR ANY CLAIM OF BREACH OF WARRANTY, WHETHER SUCH CLAIM IS BASED OR BROUGHT OR ALLEGED TO BE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, STRICT LIABILITY OR OTHERWISE.

LIMITATION OF LIABILITY. CATAPULT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF PROPERTY, LOSS OF DATA OR LOSS OF PROFITS, WHICH MAY ARISE IN CONNECTION WITH THE SERVICES, REGARDLESS OF WHETHER CATAPULT HAS BEEN APPRISED OF, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING OR WHETHER CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

IN NO EVENT WILL CATAPULT'S TOTAL LIABILITY ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT EVER EXCEED THE FEES ACTUALLY PAID TO CATAPULT BY CLIENT FOR THE SERVICES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

INDEMNIFICATION. CATAPULT represents and warrants that the Services provided under this Agreement (including, without limitation, work product, deliverables, Catapult Software, and Client Software) do not and will not infringe on any patent, copyright, trademark, service mark or other intellectual property right, or misappropriate any trade secret or other property right of any party, provided however that the foregoing representation and warranty shall not apply to the extent any deliverable or end-product supplied, created, generated or produced for CLIENT by CATAPULT in the performance of this Agreement incorporates, uses or is based upon any item, requirement, content or material provided by CLIENT which itself infringes upon any third parties' rights to such item, content or material. In the event any claim is brought against CLIENT in the United States by

a third party (other than by a third party related to CLIENT) for intellectual property right infringement by either the Catapult Software or the Client Software, subject to the limitation of liability provisions of this Agreement, CATAPULT will, at its sole option and expense, defend or settle such claim provided that CLIENT advises CATAPULT in writing of the existence of any such claim in the most expeditious reasonable means immediately upon learning of the assertion of the claim (whether or not a lawsuit or other proceeding has been filed or served), and cooperates fully with CATAPULT in all matters having to do with such claim, whether directly or indirectly. Any monetary recovery obtained by CATAPULT as a result of such defense or settlement shall be the sole property of CATAPULT. The provisions of this section set forth CLIENT's sole remedy with respect to infringement claims arising under or pertaining to this Agreement.

INDEPENDENT CONTRACTOR. In following their respective obligations under this Agreement, the parties are and shall be and act at all times as independent contractors and at no time shall either party make or have the authority to make any commitments or incur or have the authority to incur any charges or expenses for or in the name of the other party.

HIRING OF EMPLOYEES. During the term of this Agreement and for one (1) year after its termination, neither party shall hire any employee (the "Employee") of the other party (the "Employing Party") who is performing services or a portion of the services under this Agreement (the "Non-Hire Provision"). This Non-Hire Provision applies in the "Prohibited Service Area," which means (a) any city in which the Employing Party and/or the Non-Employing Party has a physical office location; and/or (b) the city or cities in which the Employee was performing any services under this Agreement. In the event of a breach of this section, the Non-Employing Party shall pay as compensation to the Employing Party as liquidated damages, and not as a penalty, the equivalent of the compensation to be paid to the Employee by the Non-Employing Party for the Employee's first 12 months of work. The Non-Employing Party shall immediately notify the Employing Party of the hire, and payment is due within 30 days of the Non-Employing Party hiring the Employee. The foregoing shall not prohibit both parties from agreeing to allow the Non-Employing Party to hire the Employee, but any such agreement must be in writing.

MARKETING. CLIENT understands and agrees that CATAPULT shall have the right to disclose in its marketing, including advertising, case studies, and brochures in printed, electronic, and online formats, that it is an approved vendor for CLIENT with respect to the Services described in this Agreement. CATAPULT shall have the right to describe in its marketing the Services provided to CLIENT in summary format only, and shall not disclose any Confidential Information as described in this Agreement.

CLIENT hereby grants CATAPULT a nonexclusive, nontransferable right to use CLIENT's name(s) provided that CATAPULT's use of such name(s) shall only be in connection with the marketing activities described above.

DIGITAL COPY. This Agreement may be digitally copied and stored (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

NON-ASSIGNMENT. Neither party shall assign this Agreement or any of its respective rights or obligations under this Agreement without the prior written consent of the other party, and any attempt by either party to so assign without proper written consent shall be void and unenforceable. No such approval of assignment shall relieve or release the assigning party from any of its obligations under this Agreement to the non-assigning party unless expressly agreed by the parties in writing.

WAIVER AND SEVERABILITY. Failure by either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision nor in any way affect the validity of this Agreement or any right thereof or the right of the other party thereafter to enforce each and every provision. The provisions of this Agreement are declared to be severable and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision.

FORCE MAJEURE. CATAPULT shall not be declared in default by reason of any failure to comply with the terms of this Agreement, if such failure is due to acts of God, acts of government, fires, floods, epidemics, freight embargoes, unavailability of materials, or any cause or condition beyond CATAPULT's control, whether foreseeable or not.

NOTICES. All notices required by or relating to this Agreement shall be in writing and shall be sent via courier or certified mail to the parties to this Agreement at the following addresses or to such other address as either party may substitute by written notice to the other:



CATAPULT: Catapult Systems LLC.
1221 South Mo Pac Expressway
Three Barton Skyway, Suite 350
Austin, Texas 78746

CLIENT: Santa Fe County Manager
102 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276

GOVERNING LAW. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Texas. Any litigation to enforce or interpret this Agreement shall be filed and heard only in the state or federal courts for Travis County, Texas. If any legal action is brought by either party relating to this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and related expenses.

ARBITRATION. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any disputes arising out of or relating to this Agreement that cannot be resolved by CATAPULT and CLIENT shall be submitted to binding arbitration. Unless otherwise agreed in writing, CATAPULT and Client shall each appoint one arbitrator who shall agree on a third arbitrator. CATAPULT and CLIENT shall each pay the costs of the arbitrator they appoint and share equally all other reasonable costs related to the arbitration. Unless otherwise provided herein or agreed to in writing, any arbitration shall be carried out in accordance with Texas Civil Practice and Remedies Code provisions governing arbitration, and shall take place in Austin, Travis County, Texas. CATAPULT and CLIENT may agree to other methods of alternate dispute resolution for any dispute under this Agreement.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and shall supersede all proposals or prior agreements, oral or written, and any other communication between the parties relating to the subject matter of this Agreement.

MODIFICATION. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and signed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and signed by authorized representatives of both parties.

SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the successors and valid assigns of both parties.

EXHIBITS INCORPORATED. Each exhibit to this Agreement is hereby incorporated into this Agreement in its entirety, as if set forth in full in the Agreement's text.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

8. Exhibit A

Sublicense Agreement Terms

The parties agree that each sublicense agreement between CLIENT and any third party for any Catapult Software shall contain the following terms:

1. Title to the Catapult Software does not pass to the sublicensee.
2. Sublicensee only obtains a nonexclusive license to use an object code version of the Catapult Software.
3. Sublicensee shall not make any further copies of the Catapult Software except as reasonably required for normal operation of the Catapult Software for sublicensee's internal purposes, and for archival or back-up purposes.



4. Sublicensee shall not transfer or license in any manner the use of all or any portion of the Catapult Software to any other party or entity.
5. Sublicensee has been advised that the Catapult Software constitutes highly valuable property of CATAPULT and contains copyrighted expression, trade secrets and confidential information owned by CATAPULT.
6. Sublicensee shall observe (and take precautions to ensure its employees observe) complete confidentiality with respect to the Catapult Software and any related user manuals and documentation, and shall not disclose all or any portion thereof to any third party or entity, except to sublicensee's employees as required in the course of their employment.
7. Sublicensee shall not decompile, disassemble or otherwise reverse engineer the Catapult Software.
8. The obligations set forth above shall survive any expiration of the term of the sublicense agreement

**ADDENDUM
TO
CATAPULT SYSTEMS SHAREPOINT SUPPORT ARRANGEMENT
AND PROFESSIONAL SERVICES AGREEMENT**

THIS ADDENDUM is made and entered into this 31st day of August 2016, by and between **Santa Fe County** ("County" or "CLIENT"), a governmental entity and a political subdivision of the state of New Mexico, and **Catapult Systems, LLC**, (CATAPULT), whose principal address is 1221 South Mo Pac Expressway, Three Barton Skyway Suite 350, Austin, Texas 78746.

WHEREAS, pursuant to Section 13-1-125, NMSA 1978, this is a small purchase of Sharepoint Support services on a time and materials basis; and

WHEREAS, the County wishes to obtain Sharepoint support services and Catapult is willing to provide such services at the Catapult's hourly rates as stated in GS-35F-0613W; and

WHEREAS, has proposed a SharePoint Support Arrangement and Professional Services Agreement (attached hereto), some of the terms and conditions of which are acceptable in part but require the addition of other terms and conditions; and

WHEREAS, both parties desire to enter into the SharePoint Support Arrangement and Professional Services Agreement with modified terms and conditions as stated in this Addendum.

NOW THEREFORE, it is mutually agreed between the County and Catapult that the SharePoint Support Arrangement and Professional Services Agreement are modified and supplemented as described below, and that the Catapult SharePoint Support Arrangement, the Professional Services Agreement and this Addendum together shall constitute and is referred to herein as the "Agreement" or "Arrangement" between the County and Catapult.

Provisions of the Catapult SharePoint Support Arrangement are modified as follows;

Article 4 (Professional Service Fees). The County will reimburse Catapult for auto mileage in accordance with reimbursement rates set forth in the NM Travel and Per Diem Act, NMSA 1978, Section 10-8-4, et seq., and the mileage rates set forth in rules of the NM Department of Finance and Administration.

Article 5 (Terms and Conditions). This Article is deleted in its entirety and replaced with:

5. Terms and Conditions

This Arrangement is subject to the terms and conditions of this Agreement. Any exceptions or modifications noted in this Arrangement apply only to this Arrangement.

To the extent that there is any conflict between this Arrangement or Agreement and the terms and conditions of the County's purchase order, the terms and conditions of this Arrangement shall prevail.

The term of this Arrangement is effective upon the date of last execution by the parties and shall terminate upon the conclusion of Sharepoint Administration, Configuration and Customization services performed by CATAPULT, or twelve months from the effective date, whichever occurs first, unless earlier terminated pursuant to Section 3 (Termination) or Section 4 (Appropriations and Authorizations) below.

The FACILITIES provision of the Professional Services Agreement is modified by deleting the words "office space", "telephone", and the sentence "Secretarial support, other than phone messages, is not expected from CLIENT."

The CONFIDENTIAL INFORMATION provision of the Professional Services Agreement is modified by deleting the sentence "Such treatment shall include the recipient insuring that such documents are not divulged to third parties without prior written consent by the issuing party."

The HIRING OF EMPLOYEES provision of the Professional Services Agreement is modified by deleting this provision in its entirety and replace with the following:

HIRING OF CATAPULT'S EMPLOYEES. During the term of this Agreement and for one (1) year after its termination, the CLIENT agrees it will not hire any employee of CATAPULT who is performing services or a portion of services under this Agreement.

The MARKETING provision of the Professional Services Agreement is modified by deleting the third sentence in its entirety.

The GOVERNING LAW provision of the Professional Services Agreement is modified by deleting the words "Texas", "Travis County, Texas", and the third sentence in its entirety. The word "Texas" is replaced with "New Mexico" and "Travis County, Texas" is replaced with the First Judicial District, Santa Fe County, New Mexico."

The ARBITRATION provision is deleted in its entirety.

The MODIFICATION provision is modified by deleting the word "arbitration."

The following provisions are inserted and incorporated into the Catapult Professional Services Agreement as Articles 1 through 16.

1. COMPENSATION, INVOICING

A. In consideration of its obligations under this Agreement CATAPULT shall be compensated as follows:

- 1) CLIENT shall pay CATAPULT in full payment for services satisfactorily performed on a time and materials basis.
- 2) Subject to a Change Request mutually agreed to and executed by the CLIENT and CATAPULT, the total amount payable to CATAPULT under this Agreement shall not exceed \$5,000.00 inclusive of any applicable tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by CATAPULT under this Agreement shall equal the amount stated herein. The parties do not intend for CATAPULT to continue to provide services without compensation when the total compensation amount is reached. CLIENT will notify the CATAPULT when the services provided under this Agreement reach the total compensation amount. In no event will CATAPULT be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. CATAPULT shall submit a written invoice to the CLIENT when payment is due under this Agreement. Upon CLIENT'S receipt of the invoice, CLIENT shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The CLIENT'S representative for certification of acceptance or rejection of contractual items and services shall be Systems Analyst Ted Roybal, (505) 995-9537, or such other individual as may be designated in the absence of the CLIENT'S representative.
- 2) CATAPULT acknowledges and agrees that the CLIENT may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, CLIENT shall tender payment for the accepted items or services. In the event the CLIENT fails to tender payment within 30 days of the written certification accepting the items or services, the CLIENT shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event CATAPULT breaches this Agreement, the CLIENT may, without penalty, withhold any payments due CATAPULT for the purpose of set-off until such time as the CLIENT determines the exact amount of damages it suffered as a result of the breach.

2. EFFECTIVE DATE AND TERM

The term of this Arrangement is effective upon the date of last execution by the parties and shall terminate upon the conclusion of Sharepoint Administration, Configuration and Customization

services performed by CATAPULT, or twelve months from the effective date, whichever occurs first, unless earlier terminated pursuant to Section 3 (Termination) or Section 4 (Appropriations and Authorizations) below.

3. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the CLIENT. The CLIENT may, in its discretion, terminate this Agreement at any time for any reason by giving CATAPULT written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from CATAPULT'S receipt of the notice. CLIENT shall pay CATAPULT for acceptable services performed before the effective date of termination but shall not be liable for any services or work performed after the effective date of termination.

4. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County (CLIENT) and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to CATAPULT. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse CATAPULT for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by CATAPULT in any way or forum, including a lawsuit.

5. INDEPENDENT CONTRACTOR

CATAPULT and its agents and employees are independent contractors and are not employees or agents of the CLIENT. Accordingly, CATAPULT and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, CATAPULT has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

6. ASSIGNMENT

CATAPULT shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the CLIENT. Any attempted assignment or transfer without the CLIENT'S advance written approval shall be null and void and without any legal effect.

7. PERSONNEL

A. All work performed under this Agreement shall be performed by CATAPULT or under CATAPULT'S supervision.

B. CATAPULT represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the CLIENT and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

8. RELEASE

Upon its receipt of all payments due under this Agreement, CATAPULT releases the CLIENT, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. CATAPULT specifically acknowledges and agrees that the CLIENT shall not be responsible for any changes to any term and condition of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

10. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE; GOVERNING LAW

A. CATAPULT agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, CATAPULT specifically agrees not to discriminate against any person with regard to employment with CATAPULT or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. CATAPULT acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. CATAPULT and the CLIENT agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

11. INDEMNIFICATION

A. CATAPULT shall defend, indemnify, and hold harmless the CLIENT and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of CATAPULT'S performance or non-performance of its obligations under this Agreement, including but not limited to CATAPULT'S breach of any representation or warranty made herein.

B. CATAPULT agrees that the CLIENT shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the CLIENT and that such suit will not be settled without the CLIENT'S consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the CLIENT and CATAPULT in such demand, suit, or cause of action, the CLIENT may retain its own counsel to represent the CLIENTS interest.

C. CATAPULT'S obligations under this section shall not be limited by the provisions of any insurance policy CATAPUL is required to maintain under this Agreement.

12. CATAPULT'S REPRESENTATIONS AND WARRANTIES

CATAPULT hereby represents and warrants that:

A. This Agreement has been duly authorized by the CATAPULT, the person executing this Agreement has authority to do so, and, once executed by CATAPULT, this Agreement shall constitute a binding obligation of CATAPULT.

B. This Agreement and CATAPULT'S obligations hereunder do not conflict with CATAPULT'S corporate agreement.

13. INSURANCE

A. General Conditions. CATAPULT shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. CATAPULT shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the CLIENT by CATAPULT; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. CLIENT Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), CATAPULT shall increase the maximum limits of any insurance required herein.

14. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

15. SERVICE OF PROCESS

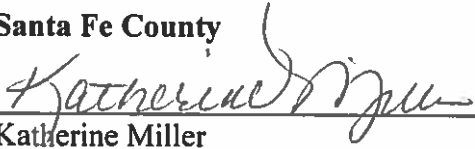
For purposes of service of process and/or writs in any action or proceeding against CATAPULT arising out of or related to this Agreement, the County will initiate service of process in accordance with NMSA 1978, Section 38-1-6 or 38-1.61.

16. SURVIVAL

The provisions of following provisions shall survive termination of this Agreement; INDEMNIFICATION; RELEASE, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; and SURVIVAL.

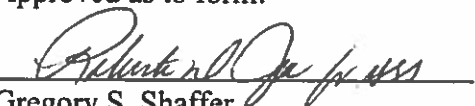
IN WITNESS WHEREOF, the parties have duly executed this Addendum to the Catapult SharePoint Services Arrangement and Professional Services Agreement as of the last date of signature below.

Santa Fe County


Katherine Miller
County Manager

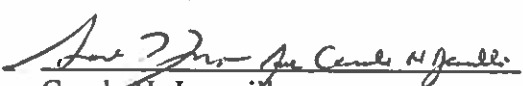
Date 8/31/16

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

Date 8/23/16

Finance Department:


Carole H. Jaramillo
Finance Director

Date 8/26/16

CATAPULT SYSTEMS, LLC

(signature and title)

Date _____

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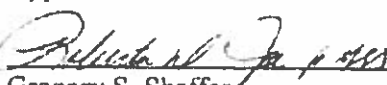
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Santa Fe County

Katherine Miller
County Manager

Date _____

Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

Date 8-23-16

Finance Department:

Carole H. Jaramillo
Finance Director

Date _____

CATAPULT SYSTEMS, LLC



(signature and title) National Practice Director

Date 8/30/2016