



Maintenance / Support Agreement-Contract Number: 4879

This Maintenance/Support Agreement (“the Agreement”) is made and entered into as of **07/01/2026** by and between *Terralogic Document Systems (hereafter referred to as “TDS” a.k.a. “Service Provider)* and **SANTA FE COUNTY ASSESSOR (a.k.a. “Licensee” & “Customer”)** with principal place of business or operations at **100 CATRON ST, SANTA FE NM 87504.**

Contract Term: 07/01/2026 through 06/30/2027

A. SCOPE OF SERVICE - SOFTWARE SUPPORT

1. Software upgrades and enhancements of the document management software components per Manufacturer specification on items listed in “*Attachment A*” (located at the end of this Agreement.) “Upgrades and Enhancements” are defined as any and all new versions, improvements, modifications, upgrades, updates, fixes, and/or additions to the software that are commercially released to end users during the term of this Agreement which may correct deficiencies or enhance the capabilities of the Software provided. The foregoing will not include new or separate product offerings, new modules, re-platformed Software, or new functionality.
2. Upon renewal of the Agreement, during the contract period, TDS will contact Customer to schedule an upgrade of the newest software release / version. Upgrade features may at times also include modification of previous version features such as operating systems that are no longer supported under the new release. At that time, it will be the Customer’s responsibility to upgrade its environment to meet the needs of the new release, as specified. Customer may choose not to upgrade their software to the latest version, but TDS will not guarantee support for older software / legacy versions that have been declared as non-supported versions by the software developer/manufacturer.
3. TDS shall provide the latest release and labor to upgrade document management software server components once per support term year. There are no additional costs associated with the upgrade as long as it is performed on the existing server environment. If the upgrade needs to be implemented in a new server environment, this requires a completely new installation & possible data migration, and additional charges will apply (See fee schedule on page 5).
4. Up to (5) remote Software Client re-installations per contract year if end-user requires after getting a new computer. Thereafter, remote Software Client re-installations are billable at \$110.00 per install (See fee schedule on page 5). *Any client software re-installations that require on-site presence* where remote access isn’t available or granted, will be billable at \$110.00 per install.

5. **Response to Failures, Access Problems and Errors.** Customer will provide the TDS technical support team with a *written* Error Report via email at: help@terralogic.com; this is a prerequisite to TDS's contractually response time to system failures, access problems, performance failures, and errors as it ensures Customer's service issue is promptly and properly logged into TDS's service queue and reaches all pertinent TDS support personnel. *Emailing service requests to individual TDS employees may cause a delay in response time and service level response times are not guaranteed in these cases.* The Error report must include an explanation of the software service issue end-user(s) are experiencing, the end-users operation (s) employed when the problem occurred, and any available documentation of the Error. This would include, but not limited to, screen prints of all system errors, error messages, time of error, and any other information TDS reasonably requires. Reasonably promptly after TDS receives the Error Report via help@terralogic.com, TDS will cooperate with Licensee in assigning an appropriate service level, time of response to the situation and Service Provider personnel to assist Licensee in resolving the issue. The levels of service issues and response times are described in the following subparagraphs:

LEVEL I	Complete system failure and/or critical business function failure
TDS will respond within two business hours after receipt of the Error Report and agreement that this Level of response is needed. TDS will immediately assign Service Staff & resources until resolution is reached and make all efforts to restore access within one business day.	
LEVEL II	No system failure but users are unable to access or execute certain system functions
TDS will respond within four business hours after receipt of the Error Report and agreement to this Level of response. TDS will assign service staff & resources until resolution is reached and make all efforts to restore access within one business day.	
LEVEL III	Application not performing per documentation, but user can perform basic job functions with alternate procedures
TDS will respond within one business day after receipt of the Error Report. TDS will make all efforts to restore function within three business days.	
LEVEL IV	Guidance for software features not currently deployed; user & administrator functionality questions & guidance on installs and software administration
TDS will respond within three business days after receipt of user request.	

6. If database software was purchased from TDS and client has paid for additional database support, TDS to provide software and database server "packs" issued by the manufacturer to repair or correct known software defect. TDS will also upgrade database server "packs" issued by the manufacturer for server components once per support term year on the existing server environment. Remote access is required; if onsite presence is requested for this, travel costs are not covered and will be quoted at time of request. If the database upgrade needs to be implemented in a new server environment, this requires a completely new installation & possible data migration, and additional charges will apply (See fee schedule on page 5).

All response actions on the part of TDS for points one (1) through five (5) above are contingent on the following:

Assigned Service Call Number - End user to email our technical support group at help@terralogic.com or call our 800 technical support line (800-708-8584) and receive a Service Call Number.

Remote Access - Customer agrees to provide to TDS and maintain at the Customer's expense, Virtual Private Network (VPN) access or remote access through internet connectivity tools. This access is essential to provide support services; if it is not provided TDS reserves the right to charge current travel rates as well as for any additional expenses incurred.

On-Site Services - Following TDS's reasonable efforts to resolve the problems by telephone or through remote access, TDS will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Level I, or II issue within eight business hours of the remote connection correction failure and within 16 business hours for level III issues at no additional costs to the customer.

B. SPECIFIC EXCLUSIONS - SOFTWARE SUPPORT

The following items are specifically excluded from this Agreement and are billable occurrences. Exclusion Fee schedule included at the end of this section:

1. Database Software upgrades, versions and releases of database software components. (can be purchased separately if database software was purchased from TDS)
2. Labor and travel to upgrade Database Software Server Components. (can be purchased separately)
3. Security and application set up beyond initial scope of service
4. Additional administrator or group end user training beyond initial administrator training.
5. Any On-site Software Client re-installations beyond original scope of service and any remote Software Client past the allotted number of 5 courtesy remote Software Client re-installations per point A.7.
6. Any database modification requested by the user requiring database program script.
7. Any database repair request required due to operator error, reinstallation of operating system or system failure.
8. Any repairs to the system caused by virus or malicious code.
9. Any repairs to the system caused by user or administrator modification of the base program or purchase modules, scanner drivers, image / data storage locations, database, operating system upgrade at the server level.
10. Reinstallation of the software database and related components due to upgrade of client or server hardware without previously informing TDS.

11. Any or all migrations and conversions of existing program data needed due to changes or upgrades of product or products.
12. Hard disk maintenance, disk surface test and integrity analysis, disk defragmentation and virus scanning and protection.
13. Database integrity: Routine database or index file rebuilds; database restoration from backup source.
- 14. BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES:** Performing regular backups to tape, optical, as applicable; Testing the integrity of the backup media and data/images, as well as the System's ability to restore data from backup source; Proper, safe storage of the backup media. Customer is responsible for maintaining backup of all system data, files and programs after installation of system.
15. Data entry or recovery, database editing or recovery, image recovery, or index rebuilds. Service, repairs, parts or travel necessary because of accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, strikes, alteration, fire, water or other casualty, acts or omissions in performance by non-TDS personnel; malfunctions of parts, attachments or programs not supplied and installed by TDS; aging, obsolete or incompatible Hardware or Software not supplied and installed by TDS; the use of inferior or incompatible parts or supplies as determined by TDS; unauthorized modification; or other conditions beyond TDS's control are not covered by this Agreement, and will be billed to Customer at prices in effect at the time.
16. Media, including but not limited to: CDs, tapes and consumable supply items.
17. The services of a technical support representative outside of TDS's normal business hours (Monday - Friday, 8:00a.m. MST to 5:00p.m. MST). Those services will be billed to Customer at TDS's current hourly rate.
18. The services of a TDS technical support representative for re-installation of TDS system software due to an upgrade of the Windows Operating System and/or the replacement of the associated Hardware, regardless of the reason. Any re-installation required will be billed to Customer at the current support rate.
19. If applicable, any original installation disks given to Customer at inception of original system installation. Customer is responsible for keeping original installation media for future re-installation if needed. Customer will be responsible for all costs associated in replacing original installation media if indeed replacements are available; TDS cannot guarantee replacement third party software media will be available.

Software Related Billable Fee Schedule	
<i>Database Software Reinstallation for any reason (remote)</i>	<i>\$1,240.00</i>
<i>Software Server Reinstallation for any reason (remote)</i>	<i>\$1,240.00</i>
<i>Migration of data to new server (remote)</i>	<i>\$1,240.00</i>
<i>Any onsite Software Client reinstallation or Remote installation beyond allotted 5 remote installations</i>	<i>\$110.00 per install</i>
<i>Data recovery from backup</i>	<i>\$175.00/hour</i>
<i>Hourly labor rate for any non covered request (1 hour minimum)</i>	<i>\$175.00/hour</i>
<i>Travel Zone Charge (Per round trip) - Quoted as needed</i>	<i>\$90.00 - \$375.00</i>
<i>Lapsed Contract / Reinstatement Fee</i>	<i>15% of overall contract</i>
<i>Retro Support if applicable</i>	<i>Contact TDS to quote</i>
<i>Administrative/Group Comprehensive Training beyond original system training:</i>	
<i>½ Day Onsite Training</i>	<i>\$625.00 plus travel</i>
<i>1 Day Onsite Training</i>	<i>\$1,250.00 plus travel</i>
<i>2 Hour Remote Refresher</i>	<i>\$325.00</i>
<i>Custom software modifications beyond original scope</i>	<i>Contact TDS to quote</i>

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GENERAL

1. Days and Hours of Coverage

This Support Agreement covers service during TDS's normal working hours, 8:00 a.m. to 5:00 p.m. MST, Monday through Friday. Coverage on Holidays (New Year's, Memorial, Independence, Labor, Thanksgiving, day in connection with Thanksgiving and Christmas Day) is not included in TDS's normal working hours.

2. Price, Payment and Tax

2.1 Price: TDS will bill in accordance with the rates set forth in the applicable Agreement. The rates will be valid for one (1) year from the date of the respective Agreement and shall be subject to adjustment by TDS at the end of the one-year period or such other period(s) as may be agreed to between the Parties. TDS's fees exclude project-specific expenses (e.g., travel), which will be pre-approved by the Customer in writing.

2.2 Payment: Invoices are due and payable within thirty (30) days of the date of the invoice. Invoices shall be deemed to have been accepted if Customer does not furnish a written objection specifying the nature of the dispute within seven (7) days from the date of receipt of the invoice.

Past due invoices are subject to finance charges at 1.5% per month (18% per annum), or the maximum amount permitted by law, whichever is less, until paid. Furthermore, if Customer is late with payments, TDS shall send a written notice to Customer conveying the default. Customer shall be entitled to a ten (10) day period to cure the default ("Cure Period"). In the event Customer continues to remain in default at the end of the Cure Period, TDS may without any further notice to Customer: (a) stop all Services under this Agreement until assurances of payment satisfactory to TDS are received or payment is received, (b) demand prepayment for Services or purchase orders; (c) retain all work in progress until all outstanding invoices are paid in full.

2.3 Tax: All TDS fees are exclusive of all taxes. Customer shall be liable and will pay for all applicable tax liabilities such as sales, services, use or value added taxes.

3. Term and Renewal

3.1 This Agreement remains in effect until its term ends or is terminated with proper notice. It automatically renews annually unless either party gives 90 days' written notice before the end of the term. The Customer must pay the full annual fee for each term, or services may be suspended until payment is made. The annual fee may increase by up to 10% in subsequent terms. All payments are non-refundable.

3.2 If the Customer adds more software, the second term's fees for the added software will be prorated to match the start date of the second term for the existing software, so all software renews at the same time.

3.3 Requests to reduce the number of licenses covered must be submitted 90 days before the current term ends. TDS may approve or deny the request. If accepted, the maintenance fees for the remaining software will be adjusted, and earlier discounts may no longer apply.

3.4 If Customer does not renew the Program, Customer may, with agreement, purchase services later at a fee determined at the time of request. In addition to the new Term fee (minimum 12 months), Customer will need to pay the fees that would have been due if the program had continued without interruption, plus a surcharge for each lapsed month. Reinstating software removed due to reduction in Section 3.3 requires back-maintenance fees and surcharges. Fees for reinstatement will be confirmed at the time of request.

4. Liability

Neither party will be liable for indirect, special, punitive, incidental, or consequential damages (e.g., loss of goodwill, profits, or business) arising from tort or breach, even if advised of such damages, or for claims accruing more than one year prior to legal action. TDS's maximum liability for any services under this Agreement is limited to three times the consideration received for the relevant agreement in the last three months.

5. Disclaimer of Warranty

Except as specifically set forth herein, TDS assumes no liability or warranties (express, implied, or statutory) for the service or its components, including any warranties for a specific purpose or non-infringement. The customer is not relying on any representations or promises not explicitly stated in this Agreement. The offer does not guarantee the System's suitability for the Customer's purposes or its ability to achieve intended results.

6. Force Majeure

Neither party will be liable for delays or failure to perform due to factors beyond their control, such as strikes, accidents, or weather. Neither party will be responsible for loss of profits or indirect/consequential damages related to the use or inability to use Software, Hardware, or Documentation. Any legal action must be initiated within one year of the cause.

7. Non solicitation and Non hire

Customer shall not during the term of this Agreement and for three (3) years after the expiry or termination thereof, (i) solicit, encourage or attempt to solicit or encourage any employee or contractor of the TDS to terminate such work relationship, (ii) solicit, encourage or attempt to solicit or encourage any employee or contractor of TDS to be employed by or provide

services to any person or entity other than TDS, or (iii) hire, employ or engage any employee or contractor of TDS to work for a person or entity other than TDS.

8. Applicable Law and Jurisdiction

This Agreement shall be governed by the laws of New Mexico, USA, without regard to conflicts of laws. Any disputes will be resolved under the personal and exclusive jurisdiction of the state and federal courts in New Mexico, USA.


9. Entire Agreement

This Agreement is non-assignable by the Customer and constitutes the entire understanding between the parties, with no representations valid unless specified herein; any amendments or waivers must be in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement (4879) to be executed by their duly authorized officers effective as of the date first set forth above.

Terralogic Document Systems

SANTA FE COUNTY ASSESSOR

Sandeep Metta 
, Contracts Manager (Signature)
SVP - Operations



Date: 02/19/2026

Gregory S. Shaffer
(Typed or Printed Name)

County Manager
(Title)

Date: 5/5/2026

Terralogic Document Systems:

1414 Common Drive
El Paso, Texas 79936

100 Sun Ave Suite 650
Albuquerque, New Mexico 87109

800-644-7112 General Inquiries
800-708-8584 Technical Services

Technical Support: help@terralogic.com

Approved as to form by Roberta D. Joe, Assistant County Attorney
for W.B., Santa Fe County Attorney 4/30/2026



For service please call 1-800-708-8584

Maintenance Agreement

Attachment A

SANTA FE COUNTY ASSESSORS
100 CATRON ST
SANTA FE, NM 87504

Service Item Description	Serial or Version No.	Location	Annual Cost
(2.87) APPLICATIONXTENDER SERVER (50-74) ADD-ON - QTY 5 - ANNUAL MAINTENANCE (13 LICS)		PDS-456-100-458-MA	4,585.89
WEB Public Access (20 CC Users) Read Only		ASSESSOR	1,441.48
ECM Toolbox Workflow		OLM	10,055.55
(4) APPXTENDER SERVER CORE PACKAGE-5 CC USER PACK ANNUAL MAINTENANCE		PDS-457-100-245-MA	6,177.88
SALES AFFADAVIT - TRACKSUITE		PDS-TS-SW-MA	963.00
		TOTAL	\$23,223.80



**1414 COMMON
EL PASO, TX 79936**

QUOTE / ESTIMATE

Date	Estimate #
2/20/26	99-Q600

Name / Address
SANTA FE COUNTY ASSESSOR 100 CATRON ST. SANTA FE, NM 87501 ATTN: JENNIFER C. ROMERO

Description	Qty	Cost	Total
EIM MAINT AGREEMENT RENEWAL OF SUPPORT SERVICES This agreement covers the following:			
PDS-456-100-458-MA APPLICATIONXTENDER SERVER (50-74) ADD-ON QTY 5 - ANNUAL MAINTENANCE (13 LICS)	2.87	1,597.87	4,585.89
OLM ECM TOOLBOX WORKFLOW	1	10,055.55	10,055.55
PDS-457-100-245-MA APPXTENDER SERVER CORE PACKAGE - 5 CC USER PACK ANNUAL MAINTENANCE	4	1,544.47	6,177.88
PDS-456-102-307-MA WEB PUBLIC ACCESS (READ ONLY) 5 CC USERS	4	360.37	1,441.48
PDS-TS-SW-MA PDS-TRACKSUITE SOFTWARE - ANNUAL MAINTENANCE - SALES AFFIDAVIT	1	963.00	963.00
THIS AGREEMENT BEGINS ON 07/01/2026 AND EXPIRES ON 06/30/2027			

WE APPRECIATE YOUR BUSINESS!!	Subtotal	\$23,223.80
Client Signature: _____ Date: _____	Sales Tax (8.1875%)	\$1,901.45
By signing, client agrees to acceptance of service terms or products and payment as outlined.	Total	\$25,125.25