Administrative Office of the Courts
Vendor Electronic Filing Service Provider Agreement

This Vendor Electronic Filing Service Provider Agreement ("VEFSP Agreement" or "Agreement") is entered into by and between the Administrative Office of the Courts ("AOC") and ("VEFSP"). This Agreement shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, desires to obtain access to the Maryland Electronic Courts ("MDEC") to directly file to the Electronic Filing Manager ("EFM") documents for the appellate, circuit, and District courts of the State of Maryland; and,

WHEREAS, the AOC has secured a license from Tyler Technologies, Inc. ("Tyler") to make MDEC available for use by the appellate, circuit, and District courts of the State of Maryland;

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this VEFSP Agreement, and the AOC agree as follows:

A. This Agreement consists of this cover and signature page, its terms and conditions outlined immediately thereafter, and the below noted attachment which is attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein as:

- Attachment A –VEFSP Information Sheet

B. and the AOC acknowledge that they have read this VEFSP Agreement and the attachment referred to above, understand them, and agree to be bound by their terms and conditions.

IN WITNESS WHEREOF, this VEFSP Agreement has been executed by a duly authorized officer of each party hereto to be effective as of the date last set forth below (the "Effective Date"):

:

By: _____

Name: _____

Title: _____

Date: _____

ADMINISTRATIVE OFFICE OF THE COURTS:

By: _____

Name: _____

Title: Director
Procurement, Contract and Grant Administration

Date: _____

By: _____

Name: _____

Title: Chief Information Officer
Judicial Information Systems

Date: _____

Approved for Legal Form and Sufficiency:

By: _____

Name: _____

Title: Managing Legal Counsel

Date: _____

1. ACCESS TO MDEC

1.1. VEFSP Certification. Upon certification by Tyler the VEFSP may access MDEC for the purpose of submitting its Customers' documents to the State's appellate, circuit, and District courts ("Courts"); provided, however, that the VEFSP's Customers may be required to accept a "click-thru" agreement or other license that has been provided by the AOC prior to the use of MDEC. To the extent any provision of this VEFSP Agreement conflicts with the terms of a "click-thru" agreement or other license accepted by Customers, this VEFSP Agreement shall control. The foregoing access shall be automatically revoked upon the expiration or termination of this Agreement.

1.2. Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed to in writing by the AOC, the VEFSP shall not (a) reverse engineer, de-compile, or disassemble any portion of MDEC, or (b) sublicense, transfer, rent, lease, or perform any Unauthorized Use of MDEC.

2. DUTIES

2.1. VEFSP Duties. The VEFSP will provide Services to its Customers that will allow them, at a minimum, to file electronically with MDEC. In order to operate in the MDEC production environment, the VEFSP must:

(a) submit an executed copy of this VEFSP Agreement to the AOC;

(b) become certified to send automated filings by completing the certification process with Tyler;

(c) implement the requirements outlined in the VEFSP specifications as published by Tyler and any changes made in the VEFSP specifications requirements;

(d) have no more than 1% of production transactions to the EFM be rejected for technical reasons; and

(e) make reasonable efforts to ensure that no documents or data transmitted to the EFM contain computer viruses.

The VEFSP understands and agrees that due to changing requirements, the VEFSP specifications may change and that the VEFSP must implement any and all new requirements in order to remain certified.

2.2. AOC Duties. The AOC shall maintain a copy of this executed Agreement, verify the VEFSP has been certified by Tyler, and ensure that the VEFSP complies with its duties under this Agreement.

2.3. Support. The VEFSP technical support staff may request assistance from Tyler technical support staff. If a support incident is found to be due to a discrepancy between Tyler specifications and actual MDEC behavior, Tyler technical support will determine the path to resolution, which could include an update to the specifications or a modification to MDEC.

3. TERM AND TERMINATION

3.1. Term. This Agreement shall commence as of the Effective Date and shall be for five (5) years with 5 one-year options to renew at the sole discretion of the AOC. Provisions herein regarding confidentiality, transition, records, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of the Agreement.

3.2. Termination for Cause. Either party may terminate this Agreement for "Cause"; provided, however, that such party follows the procedures set forth in this Section 3.2. For purposes of this Section 3.2, "Cause" means either:

(a) non-compliance with Section 2 of this Agreement which has not been cured within thirty (30) days of the date such party receives written notice of such breach;

(b) breach of Section 5 of this Agreement;

(c) the VEFSP becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs;

(d) fraud or fraudulent misrepresentation;

(e) unauthorized access, malicious or unlawful use, interfering with or disrupting the integrity or performance of MDEC; or

(f) an exigent technical event.

No party may terminate this Agreement under this Section 3.2 until it notifies the other party in writing of the existence of such material breach, provides the alleged breaching party with time to cure such alleged breach as set forth in this Section 3.2, and cooperates with the alleged breaching party during such time period on a good faith basis to cure such alleged breach.

In the event the AOC terminates this Agreement under this Section 3.2, the AOC shall not be liable for any costs or liabilities of the VEFSP.

3.3. Effect of Termination. Upon termination or expiration of this Agreement, (a) the VEFSP's access to MDEC shall immediately terminate and the VEFSP shall immediately discontinue its use, (b) the VEFSP's right to use Documents and Information for any purpose shall immediately terminate, and (c) each party shall return all products, documentation and other information disclosed or otherwise delivered to the other party prior to such expiration or termination.

At the end of thirty (30) days, the VEFSP shall certify to the AOC that no Documents (or and copies) and Information reside on its system in any format.

3.4. No Liability Upon Termination. If the Agreement is terminated for any reason, Tyler and the AOC shall not be liable to the VEFSP for any damages, claims, losses, or any other amounts arising from or related to any such termination.

4. PROPRIETARY RIGHTS

4.1. Protection of Proprietary Rights. The VEFSP shall not intentionally infringe upon or violate Tyler's Proprietary Rights and agrees to take the necessary steps and precautions to protect those rights. Without limiting the generality of the foregoing, the VEFSP shall (a) maintain reasonable access and use restrictions to prevent Unauthorized Use by its employees, and (b) not intentionally make MDEC available to any third party other than Customers without the prior written consent of the AOC.

4.2. Documents. Subject to the rights granted to the VEFSP under this Agreement, the AOC and the Courts retain all rights they possess in and to the Documents and the Information residing within MDEC. Neither the AOC, the Courts, nor, to their knowledge, any other party except for the rightful, lawful, or legal author or owner may claim any copyright in any Original Documents or Information. Under the terms of this Agreement, the VEFSP has no ownership rights, including any right to resell, recombine, reconfigure, or retain the Documents, Information, or Original Documents transmitted to or from the Courts unless it is the rightful, lawful, or legal author or owner of the material.

5. REPRESENTATIONS AND WARRANTIES

The VEFSP covenants, represents, and warrants the following:

5.1. (a) Compliance with Laws. The VEFSP represents and warrants that it shall comply in all material respects with all applicable federal, state, and local statutes, laws, ordinances, rules, and regulations, court rules, court administrative orders, regulations, requirements and guidelines applicable to the VEFSP's Services and the submission of its Customers' Documents to MDEC.

(b) Signatory Warranty. The person or persons signing and executing this Agreement on behalf of the VEFSP do hereby warrant and guarantee that he, she, or they have been duly authorized to execute this Agreement on behalf of the VEFSP and to validly and legally bind the VEFSP to all terms, conditions, and provisions herein set forth.

5.2 Disclaimer of Certain Performance Related Potential Issues. The AOC disclaims any and all liability for any losses or damages incurred by the VEFSP or its Customers for any of the following:

(a) unavailability and/or problems relating to telephone lines, or other electronic transmission lines or equipment for connectivity to the Internet that results in the inability to reach MDEC for the purpose of document transmission or receipt;

(b) transmission errors and system failures;

(c) alteration or destruction of information on the VEFSP's computer server or elsewhere resulting from the transmission of computer viruses, other damaging or destructive software components, or acts of computer hackers;

(d) the speed, access, security, or delivery of documents via the Internet;

(e) any failure or interruption of the Internet or data or material transmitted thereon, whether caused by hackers or otherwise; and

(f) any actions of any third party.

Notwithstanding anything in this Section 5 to the contrary, the VEFSP acknowledges that the AOC does not edit, and cannot verify, the completeness, propriety, or accuracy of any Information submitted or available through MDEC. The AOC has no control over the contents of any Document filed through MDEC and shall not be responsible for any alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential, or privileged information in any Document or other Information submitted or available through MDEC.

THERE ARE NO GUARANTEES WITH RESPECT TO MDEC, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AS MADE AVAILABLE THROUGH MDEC. THE AOC DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT THE SERVICES WILL MEET CUSTOMERS' REQUIREMENTS.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE AOC BE LIABLE TO THE VEFSP FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS VEFSP AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY.

IN NO EVENT SHALL THE AOC BE LIABLE TO THE VEFSP (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO VEFSP'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE AOC SHALL NOT BE RESPONSIBLE FOR, SHALL HAVE NO LIABILITY WITH RESPECT TO, AND SHALL SUFFER NO PENALTY DUE TO THE USE OF OR OTHER ISSUES REGARDING MDEC UNDER THIS AGREEMENT.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF DAMAGES IS FREELY BARGAINED FOR AND IS OF THE ESSENCE OF THIS AGREEMENT.

7. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall be submitted in writing and submitted to the AOC's Director of Procurement and Grant Administration. Pending resolution of the dispute, the parties shall continue with the performance of this Agreement.

8. MISCELLANEOUS

8.1. No Waiver of Sovereign Immunity. The VEFSP expressly agrees that nothing in this VEFSP Agreement is in any way intended to constitute or shall be construed as a waiver of sovereign immunity by the Maryland Judicial Branch. The VEFSP Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the AOC. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the AOC under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The AOC does not waive any privileges, rights, defenses, or immunities available to it by entering into the Agreement or by its conduct prior to or subsequent to entering into this Agreement.

8.2. Assignment. The VEFSP may not assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the AOC.

8.3. Notices. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or other communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

8.4. Waiver of Performance. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.

8.5. Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

8.6. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party; however, any amendment of this Agreement that conflicts with the laws of the State of Maryland shall be void *ab initio*. All executed amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

8.7. Severability of Provisions. In the event any provision hereof is later determined to be invalid, void, or unenforceable, then its remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.8. Maryland Law. This Agreement shall be construed, interpreted, governed and enforced in accordance with the laws of the State of Maryland. No action relating to this Agreement shall be brought in any forum other than in Maryland whether or not the AOC is a party to such an action. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Anne Arundel County, Maryland.

8.9. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

8.10. Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

8.11. Force Majeure. None of the parties shall be liable for any failure or delay in performing its duties under this Agreement caused by Force Majeure. In the event of delay or failure of performance caused by Force Majeure, the period of performance shall be extended until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Each party must inform the other in writing, with proof of receipt, within a reasonable period of time from the date of the existence of such Force Majeure, but in any event within ten (10) days, or otherwise waive this right as a defense.

8.12. Public Access to Judicial Records. The AOC provides public access to records in accordance with Title 16, Chapter 900 of the Maryland Rules. If a request is made to review any records pertaining to this Agreement, the VEFSP may be contacted, as circumstances allow, to express its views on the availability of the requested information. The final decision on the release of any information rests with the AOC.

8.13. VEFSP Limitation on Authority. The VEFSP shall have no authority to act for or on behalf of MDEC or the AOC except as expressly provided for in this Agreement; no other authority, power, or use is granted or implied.

8.14. Electronic and Information Resources Accessibility Standards. The VEFSP must comply with the Federal VPAT. In addition, the VEFSP shall provide the AOC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with Maryland accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). If the VEFSP is not listed with the "Buy Accessible Wizard" or does not supply a URL to its VPAT, the VEFSP must provide the AOC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

9. DEFINITIONS

9.1. "Customer" means an end-user, including a filer or attorney, to whom the VEFSP provides an electronic filing service.

9.2. "Documents" mean the complaints, answers, briefs, exhibits, motions, responses, subpoenas, claims of appeal, docketing statements, petitions, and any and all other legal documents and all data received by the Courts through MDEC.

9.3. "EFM" means an application that is hosted on the Tyler infrastructure and provides a standardized interface that accepts Customers' Documents and presents them and relevant data to the appropriate Court's clerk.

9.4. "Force Majeure" means acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.5. "Information" means any electronic record or electronic representation or electronic data contained in or related to any Document, as part of the record in a Court case that is transmitted using MDEC.

9.6. "Original Documents" mean the official versions of Documents that are filed with the Courts through MDEC and are maintained on the Courts' computer systems.

9.7. "Proprietary Rights" mean any patent, copyright, trademark, service mark, trade secret or other intellectual property right.

9.8. "Services" mean the implementation, training, system configuration, customization, consulting or other services performed and to be performed by the VEFSP to implement a connection to MDEC for the benefit of its Customers, as set forth in Section 2.

9.9. "Term" has the meaning set forth in Section 3 of this VEFSP Agreement.

9.10. "MDEC" means Maryland Electronic Courts, the electronic filing system and case management system designed to receive, transfer, maintain, provide access to documents and manage court records for the benefit of the Courts and Customers.

9.11. "Transaction" means the filing of one or more documents in a MDEC case at the same time.

9.12. "Unauthorized Use" means any use, reproduction, distribution, disposition, possession, disclosure or other activity involving MDEC, the VEFSP's system, or information that is unlawful or otherwise not expressly authorized under this Agreement or in writing by the parties. Unauthorized Use does not include any use of any Documents by the AOC, the Courts or its employees, consultants, and contractors in the performance of their respective duties, including, without limitation, providing access to Documents to the general public as permitted or required by federal or state statute or rule.

9.13. "User Documentation" means the user manuals, online documentation, and other materials relating to the system provided by the VEFSP to its Customers.

[Remainder of this page intentionally left blank]

Attachment A – VEFSP Information Sheet

Company Name: _____

Address: _____

_____

Company Website URL: _____

Twitter Username: _____

Facebook Username: _____

Customer Support Phone: _____

Customer Support Email: _____

	Administrative Contact	Technical Contact
Name:	_____	_____
Mailing Address:	_____	_____
	_____	_____
Phone:	_____	_____
Email:	_____	_____