

AGENDA ITEM FOR ADMINISTRATIVE MEETING

() Discussion only

(X) Action

FROM (DEPT/ DIVISION): Dan Lonai, Administrative Services

PROGRAM: Records

SUBJECT: Property Recording Alert System

BACKGROUND: Attached is the proposed contract with Helion Software for the implementation of their Property Recording Alert System. This service will allow the public to register for automated notifications whenever a document is recorded under their name, serving as a proactive measure against potential property fraud. The financial terms are an initial cost of \$2,000 for the first year, followed by an annual fee of \$1,000 for each subsequent year.	() <u>ACTION REQUESTED:</u> Approve and sign the contract with Helion Software for the Property Recording Alert System.
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ATTACHMENTS: Proposed Contract

Date: (9/25/2025) Submitted By: (Dan Lonai)

*****For Internal Use Only*****

Checkoffs:

() Dept. Head (copy)

To be notified of Meeting:

() Fiscal

() Legal (copy)

Needed at Meeting:

() (Other - List)

Scheduled for meeting on: October 1, 2025

Action taken:

Follow-up:

HELION SOFTWARE AS A SERVICE LICENSING AGREEMENT (TERMS AND CONDITIONS)

This agreement ("Agreement") is a license and is made and entered into by and between the LICENSED USER identified in a signed Exhibit to this Agreement, hereinafter called "USER", and Helion Software, Inc., hereinafter called "HELION".

WHEREAS, HELION currently owns the software as a service ("SAAS") product(s) specified in Exhibit A ("PRODUCT") with the right to license and distribute the PRODUCT; and

WHEREAS, the USER is an individual or entity that will make lawful use of the PRODUCT in its business activity; and

WHEREAS, the USER desires a license to use the PRODUCT and HELION desires to grant such a license to the USER for the sole purpose of permitting the USER to use the PRODUCT in its business activity and for no other purpose whatsoever;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. PRODUCT

1.1 Licensed PRODUCT(s). This license applies to the PRODUCT(s) owned by HELION and set forth in Exhibit A. As used in this Agreement, "PRODUCT" includes HELION's proprietary SAAS, including any updates made available to other similarly situated HELION customers ("UPDATES"), but does not include any professional services unless explicitly stated in Exhibit A. Without limiting the foregoing, "PRODUCT" includes all database structures/schema, SQL statements, and documentation regarding PRODUCT functionality and how to use the PRODUCT, regardless of when created. The PRODUCT constitutes Confidential Information (as defined below) of HELION.

1.2 Grant of License. For and in consideration of the USER's covenant to make payments under Section 5 and the performance of the other covenants and obligations of the USER hereunder, HELION hereby conveys to USER a non-exclusive license to use the PRODUCT.

2. USE

2.1 Permitted Use. This license is granted for the sole purpose of permitting the USER to use the PRODUCT in its lawful business activity and for no other purpose whatsoever. Only employees of USER will be granted non-public access to the PRODUCT. Employee access will be based solely on their job duties, and only USER employees with a need to know to allow USER's use of the PRODUCT may receive access. USER is solely responsible for the actions and omissions of all users who access the PRODUCT through or on behalf of USER.

2.2 Lawful Use. USER is solely responsible for the accuracy, content, and legality of all data uploaded or otherwise processed using the PRODUCT, including without limitation obtaining all third-party licenses, rights, clearances, consents, and approvals that may be required for USER (and HELION on behalf of USER) to collect, process, and store such data without violating any intellectual property, publicity, privacy, or other rights.

2.3 Restrictions on Use.

(a) Copies. USER shall not duplicate the PRODUCT if hosted by HELION. If USER is hosting the PRODUCT, USER may duplicate the PRODUCT for only the following reasons:

1. USER may make copies of the PRODUCT solely for USER's business-continuity purposes.
2. USER may translate the PRODUCT into other formats and/or media; provided that these "reformats" shall be owned by HELION and subject to the same restrictions as the PRODUCT under this agreement.

(b) Other Restrictions. USER is also prohibited from doing any of the following:

1. Using the PRODUCT for any purpose that is unlawful or outside the scope of this Agreement;
2. Altering or tampering with the PRODUCT in any way;
3. Attempting to gain unauthorized access to the PRODUCT or other systems, networks, or data of HELION;
4. Knowingly interfering with or disrupting the integrity or performance of the PRODUCT or other systems, networks, or data of HELION;
5. Without HELION's prior written consent, using or knowingly permitting the use of any security testing tools to probe, scan, or attempt to penetrate or ascertain the security or vulnerability of the PRODUCT or other systems, networks, or data of HELION;
6. Removing, obscuring, concealing, or altering any proprietary or other notices contained in the PRODUCT;
7. Selling, leasing, renting, loaning, assigning, providing access, or sublicensing the PRODUCT to a third party;
8. Reverse engineering, decompiling, or disassembling the PRODUCT, or otherwise seeking to obtain the source code to the PRODUCT;
9. Modifying the PRODUCT or its documentation, or creating any derivative work from the foregoing; and
10. Using the PRODUCT to retrieve, store, or transmit any malware (e.g. viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs).

2.4. USER may NOT represent this product as a Property Fraud Alert service internally within the county, to the public, or any other persons or entities. This service does not warn anyone that fraud has occurred or will occur on their property. The intended purpose of the PRODUCT is to simply tell the subscriber that a document has been recorded that meets their requirements. It is up to the subscriber to determine the validity of the document.

2.5 Reserved Rights. No ownership of the PRODUCT is granted under this Agreement: USER is obtaining only a limited license. HELION retains all rights, title, and interest in the PRODUCT, including without limitation the right to license the PRODUCT(s) covered by this license to other users.

3. MAINTENANCE OF SOFTWARE

3.1 Updates. The limited license granted under this Agreement includes UPDATES during the term.

3.2 Accessibility. The parties will discuss in good faith addressing any accessibility requirements that USER is subject to, including without limitation adjusting the fees paid to HELION to comply with such requirements.

4. TERM

4.1 The term of this license begins on the date specified in a signed exhibit to this Agreement, and shall expire at the earlier of:

- (a) When USER fails to timely pay the yearly subscription fee (specified in Exhibit A);
- (b) USER discontinues use of the PRODUCT; or
- (c) USER fails to comply with any of the terms and conditions under this Agreement.

4.2 The terms of this Agreement that, by their nature, should survive expiration or termination will survive.

5. PAYMENT

5.1 Time for Payment. Full payment for any initial or renewal term is due in advance. Except as otherwise provided under this Agreement, all fees are noncancelable and nonrefundable.

5.2 Unpaid Fees. Any fees remaining unpaid more than 30 days after the date they are due shall be subject to an interest charge of 1% per month until paid. In addition to any other rights HELION may have at law, in equity, or otherwise, HELION may immediately suspend or terminate USER's PRODUCT access if USER does not fulfill its payment obligations on time.

5.3 Additional Work. If additional PRODUCT(s) and/or work is required or requested beyond what is provided in this Agreement, HELION will provide USER with an addendum or change order (as applicable) outlining the costs for the additional PRODUCT(s) and/or work. The prices quoted in the addendum or change order will be valid for 90 days, and HELION will not proceed with the additional PRODUCT(s) and/or work until such addendum or change order is approved by USER.

6. WARRANTY

6.1 Limited Warranty

- (a) HELION shall use commercially reasonable efforts to ensure that the PRODUCT operates in substantial conformity with its then-current PRODUCT documentation, as it may be changed by HELION from time to time in its sole and absolute discretion.
- (b) HELION shall have the sole authority to determine whether the PRODUCT complies with Section 6.1(a).
- (c) Except as stated in Section 6.1, the PRODUCT is provided on an "AS IS" and "AS AVAILABLE" basis and HELION makes no guarantees regarding performance or functionality. HELION disclaims any other warranties, statutory, express, implied, or otherwise, not set forth in Section 6.1. This includes a disclaimer of any implied warranties of merchantability, title, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, HELION does not warrant that USER's use of the PRODUCT will be uninterrupted or error free or that HELION will preserve or maintain USER data without loss.

6.2 Remedy

- (a) USER's sole and exclusive remedy for breach of this limited warranty will be for HELION to use commercially reasonable efforts to remedy the reported non-conformity at no charge to USER; provided that, if HELION determines such remedy is impracticable or fails to correct the non-conformity, HELION may terminate the applicable license and provide to USER a prorated refund of any prepaid fees as USER's sole and exclusive remedy.
- (b) The foregoing remedy will not be available to USER if (i) it notifies HELION more than 30 days after it first noticed the non-conformity, (ii) the non-conformity was caused by unauthorized modifications, or third-party hardware, software, or services, (iii) it used the PRODUCT in violation of this Agreement, or (iv) it is using the PRODUCT on a no-charge basis (e.g., free trial subscription).

7. CONFIDENTIALITY

In connection with this Agreement, each party (the "Receiving Party") may receive or be exposed to non-public information regarding the other party (the "Disclosing Party"), including without limitation business information, financial information, and trade secrets (collectively, "Confidential Information"). The Receiving Party will only share the Disclosing Party's Confidential Information with personnel with a need to know such information to exercise the Receiving Party's rights and obligations under this Agreement, and the Receiving Party will take reasonable steps to prevent the unauthorized disclosure of the Disclosing Party's Confidential Information. The confidentiality obligations under this Agreement will survive any termination or expiration of this Agreement. The obligation of confidentiality does not apply to information that:

- (a) is in the public domain through no fault of the Receiving Party;
- (b) Receiving Party can demonstrate was already in its possession at the time of disclosure by Disclosing Party;
- (c) Receiving Party receives from a third party who has a right to disclose it; or
- (d) is required by law to be produced, including without limitation if subject to a legitimate disclosure request under public-records laws; provided that Receiving Party must provide Disclosing Party with prompt notice of any such request and cooperate with Disclosing Party in good faith to, as appropriate, object to such request, obtain a protective order, and, in any event, produce only what is required by applicable law. For the avoidance of doubt, legally compelled production will not affect the confidential and/or trade secret status of such information.

Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm to Disclosing Party for which damages alone may not be a sufficient remedy. Therefore, upon any threatened or actual disclosure by Receiving Party, the Disclosing

Party will be entitled to seek equitable relief in addition to whatever remedies it may have at law, without the requirement to post a bond or other security.

8. ASSIGNMENT AND TRANSFER

USER shall not disclose, lease, sell, distribute, make, transfer or assign the PRODUCT or engage in any other transaction that has the effect of transferring the right of use of the PRODUCT without prior written consent of HELION.

9. LIABILITY

To the maximum extent permitted by applicable law, HELION shall not be liable for any activity involving the PRODUCT with respect to the following:

- (a) Lost profits, lost savings, loss of data, loss of use, business interruption, cost of procurement of substitute goods or services, or any other consequential, indirect, special, incidental, or punitive damages.
- (b) The use of the PRODUCT, or the results obtained.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL HELION'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT, INDEMNITY, OR OTHERWISE EXCEED THE FEES PAID TO HELION BY USER IN THE 12 MONTHS BEFORE THE CLAIM AROSE.

10. INDEMNIFICATION

10.1 By HELION. HELION will indemnify, defend, and hold harmless USER from and against any third-party claims alleging the PRODUCT(s) infringes that third party's intellectual property rights. The foregoing indemnification obligations will not apply to the extent the alleged infringement arises out of or relates to USER's (a) use of a previous version of the PRODUCT(s); (b) combining the PRODUCT(s) with any goods or services provided by a third party; (c) alteration or modification of the PRODUCT(s); or (d) use of the PRODUCT(s) in violation of this Agreement.

10.2 By USER. USER will indemnify, defend, and hold harmless HELION from and against any third-party claims arising out of or related to (a) any data provided by USER; (b) any material breach of this Agreement by USER; or (c) USER's gross negligence or willful misconduct. USER also agrees to pay HELION at HELION's then-current hourly rate for any assistance provided, and for all out-of-pocket costs and fees (including without limitation reasonable attorney fees) HELION may incur, in connection with any action or proceeding arising out of USER's relationship with HELION and/or use of the PRODUCT(s), including without limitation any legal or administrative proceeding, or public-records requests. HELION may require payment in advance of all such costs and fees and, in such event, will provide USER with an estimate of such costs and fees and USER will be responsible for paying such estimate within 30 days. If HELION incurs costs and fees beyond its estimate, it will invoice USER for additional amounts in arrears as they are incurred. Without limiting the foregoing, if HELION is required by law (e.g., in response to a public-records request) to produce documents or information, USER will pay HELION at HELION's then-current hourly rate for any assistance provided, and for all out-of-pocket costs and fees (including without limitation reasonable attorney fees) HELION may incur in connection with such obligation, and otherwise indemnify, defend, and hold harmless HELION in connection with such production.

11. TERMINATION

11.1 USER Rights. Upon the expiration, termination, or revocation of the applicable license, the rights of the USER under that license shall cease.

11.2 Ceasing Use of the PRODUCT. Upon any expiration, termination, or revocation of the applicable license, USER will (a) immediately cease any and all use of the PRODUCT(s) and (b) erase any and all copies of PRODUCT documentation and HELION Confidential Information. USER acknowledges and agrees that (y) it will have no further access to the PRODUCT(s) upon expiration, termination, or revocation and (z) HELION may erase all USER data and USER Confidential Information in its possession.

11.3 Termination for Lack of Appropriations (applicable only for public entities). This Agreement is subject to termination or cancellation, without penalty to USER, if USER fails to appropriate or otherwise receive necessary funds. In such case, USER will pay HELION all remaining funds appropriated and the parties will work together in good faith to prorate the remaining term based on such appropriation.

11.4 Termination for Breach. Either party may terminate this Agreement upon material breach by the other party; provided that the non-breaching party will provide 30 days' notice of termination and provide the other party with an opportunity to cure.

12. MISCELLANEOUS

12.1 Applicable Law; Venue. This Agreement shall be constructed and interpreted under and pursuant to the laws of the state of Oregon. The parties agree that the exclusive venue and jurisdiction for any action or claim arising out of or in connection with this license shall be in the state and federal courts of Umatilla County, Oregon, and each party agrees to submit to the jurisdiction of such courts. Neither party will argue that such forum or jurisdiction is improper.

12.2 Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12.3 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and no other agreement or promise made by any party hereto, which is not contained herein, shall be binding or valid.

12.4 Authority. Persons signing this Agreement represent that they are authorized to do so and represent and warrant that this Agreement is a legal, valid, and binding obligation and is enforceable in accordance with its terms.

12.5 Force Majeure. HELION will not be liable for any failure or delay in performance under this Agreement for causes beyond its reasonable control, including without limitation acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, and actions or omissions of third parties.

12.6 Counterparts. This Agreement may be executed in counterparts and electronic signatures (e.g., signed PDFs) will be treated as original signatures.

12.7 Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

12.8 Controlling Agreement. If there is any conflict between this Agreement and an exhibit, this Agreement will control and govern.

13. TIMELINE

13.1 PRODUCT go-live dates will be determined by mutual agreement between USER and HELION.

14. SOFTWARE INTEGRATION

14.1 HELION will provide PRODUCT documentation, but USER is solely responsible for making the determination regarding PRODUCT(s) compatibility with USER use cases and systems. HELION may provide database diagrams and assistance with data integration with other systems; provided that such database diagrams are HELION Confidential Information.

14.2 Any programming or other assistance provided by HELION regarding PRODUCT integration with USER systems is not included in the subscription fee, and HELION shall bill USER at its then-current hourly rate for those additional services.

**Exhibit A to
Helion Software as a Service License Agreement**

License Number: 2025-11

Effective Date: Upon Signing

Term: 1 year from actual go-live

Contact Person: _____

Phone: _____

Company/Agency: Umatilla County, Oregon

Address:

216 SE 4th St.
Pendleton, OR 97801

Product Description

- **PROPERTY RECORDING ALERT SERVICE**

One Time Installation Cost **\$1,000**

Annual Software Subscription Cost **\$1,000**

TOTAL FIRST YEAR COST **\$2,000**

Actual installation and go-live date will be negotiated between Helion and the County after this contract is signed.

This Exhibit A is subject to the attached Helion Software as a Service License Agreement (Terms and Conditions), which is incorporated by reference. This license is executed as of the Effective Date.

Helion Software, Inc.

Full Legal Name of User:

Signature:

Signature:

Name: Murray Giesbrecht

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____