

Hidalgo County Sheriff's Office - Growth

Quote created on February 28, 2022 - Reference: 20220228-085528766

For Hidalgo County - Nicole Azuara [Show details](#)

Products & Services

Casebook Growth - Annual Billing

4 x \$588.00 / year

SKU CB-GROW-A

for 1 year

Casebook Growth - Annual Billing

Lightspeed '22 Implementation

1 x \$999.00

SKU CB-IMPL-Lightspeed22

- Access to all online resources (Online Course Curriculum; Knowledge Base, Videos, Support, Monthly Training Sessions)
- Expected to complete some online training curriculum to support learning administration
- Up to 6 hr 1:1 sessions with Onboarding Specialist Pre+ Post Launch

Recurring subtotal \$2,352.00 / year

One-time subtotal \$999.00

Total **\$3,351.00**

This quote expires on May 29, 2022.

Purchase Terms

Purchase Terms

I am a duly authorized representative of Hidalgo County and I (a) consent to the Casebook PBC Terms of Service and the applicable Additional Terms (which are hereby incorporated by this reference), (b) consent to the pricing terms included herein (attached quote), and (c) acknowledge the Casebook Privacy Policy.

ADDITIONAL NOTES

1. The Effective Date of this Agreement is the date it is fully executed.
2. The Initial Subscription Period begins on the Effective Date. The Term of this Agreement shall be for one (1) year.
3. The applicability of Additional Terms to certain applications and application bundles is denoted within the title of the Additional Term and/or the Additional Term subsection entitled "Applicability."
4. Subject to thirty (30) days written notice of a renewal to Hidalgo County and written confirmation from Hidalgo County, plans will automatically renew at the end of the Initial Subscription Period for a new, one-year Renewal Subscription Period, and will thereafter renew annually for additional one-year Renewal Subscription Periods, unless Hidalgo County exercises their right to terminate and/or does not provide written confirmation after thirty days written notice of renewal prior to the end of a Subscription Period. Subject to thirty (30) days written notice to Hidalgo County of a change in the current list price and written confirmation from Hidalgo County, services included in Subscription Renewal Periods will be charged at the then-current list price for all Casebook products and services, and this pricing will be set forth on the QUOTE sent to you for the Subscription Renewal Period, unless Hidalgo County exercises their right to terminate and/or does not provide written confirmation after thirty days written notice of a change in the current list price. This Agreement may be terminated by County upon thirty (30) days written notice. If County terminates, County will not be charged on the following renewal date and henceforth. Invoices for Subscription Renewal Periods will be sent according to the mutually agreed upon terms. County agrees to pay the amounts specified in County Purchase Orders payable against written invoices submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.
5. Discounts will only apply to the indicated Subscription Period.
6. Casebook PBC uses Chargebee for invoicing and payment. If you are paying via Chargebee, we ask that you pay careful attention to their terms of service and the information they will be storing on behalf of Casebook PBC, including that you are agreeing to automatic and recurring monthly or annual payments.
7. Depending on the laws of your state, Casebook PBC may be required to officially transact business in your state under a modified or assumed name. These modified and assumed names include Casebook PBC Corporation in Illinois, Pennsylvania and Washington, DC; Casebook PBC, Inc. in Indiana; CBPBC in Pennsylvania; and Casebook Benefit Corporation in California.

Terms of Service

CASEBOOK SERVICES AND CASEBOOK PLATFORM SERVICES TERMS OF SERVICE

Last Updated: March 11, 2021

1. Introduction

Thank you for your interest in using Casebook PBC's products and services, including our web-based and mobile application services, which are referred to as the **Casebook Platform Services** or **Casebook Services** (Casebook Platform Services, Casebook Services and any other applications or services provided by Casebook PBC to you are collectively called the "**Services**"). Capitalized terms used herein but not **defined** shall have the meanings set forth in **Section 31**.

These Terms of Service (collectively with any applicable **Additional Terms** (as defined below) and each applicable **QUOTE** (as defined below), the "Agreement") set forth the terms and conditions pursuant to which Casebook PBC and its Affiliates ("Casebook PBC," "Casebook," "we," "us," and "our") provide our Services to you, and describe how the Services may be accessed and used by you, your End Users (as defined below) and Portal Users (as defined below). Please review this Agreement carefully; as described in **Section 2**, this Agreement forms a binding agreement between Casebook PBC and you.

These Terms of Service apply when you license the Services; however, the Agreement does not apply to Services that are purchased through our Sales team using other agreement(s) between Casebook PBC and you that explicitly state that these Terms of Service are not applicable.

Casebook PBC provides a variety of different applications and services. Additional application- or service-specific, Customer entity-specific, and location-specific terms and policies (including rules, policies and guidelines) apply to some Services and Customers ("Additional Terms"). A comprehensive list of **Additional Terms** can be accessed on the Casebook PBC website at <https://www.casebook.net/about/terms>. If you elect to use any application or Service that is subject to any Additional Terms, or are subject to Additional Terms based on your location or Customer entity type, such Additional Terms will become part of your binding Agreement with Casebook PBC, and the additional application or service will be deemed part of the Services hereunder. Certain features and functions of the Services may also require that you use certain third-party products and/or services; for such features and functions of the Services, you will be solely responsible for obtaining the right to access and use such third-party products and/or services and complying with the applicable terms and conditions of such third-party products or services.

Your submission of information through the Site is subject to Casebook PBC's Privacy Policy, located at <https://www.casebook.net/about/terms/privacy-policy> (the "Privacy Policy"). You represent and warrant that any information you provide in connection with the Services is and will remain accurate and complete, and that you will maintain and update such information as needed.

2. Agreement

This Agreement is between Casebook PBC and you, and governs your use of the Services. By signing the Agreement or an **QUOTE** (including by using an electronic signature), by checking a box or clicking on a button indicating your acceptance of this Agreement, or by accessing or using the Services, you agree to be bound by the Agreement.

If you are entering into this Agreement on behalf of, or for the benefit of, any corporation, partnership, organization or other entity (a "Customer") with which you are associated, including by purchasing a license to the Services from Casebook PBC on behalf of or for the Customer, you (a) agree that you

are entering into this Agreement on behalf of yourself and such Customer; and (b) represent and warrant that you have the legal authority to bind the Customer.

If you are a Customer, you acknowledge and agree that you and your End Users will be bound by the Agreement as you and your End Users access and use our Services.

If you are an End User or a Portal User, you acknowledge and agree that these Terms of Service and the Additional Terms govern your access to and use of the Services.

References to “you” and “your” in this Agreement will refer to both the individual accessing and using the Services (including, for clarity, End Users and Portal Users) and the Customer (as applicable).

If you don’t agree with (or cannot agree to or comply with) this Agreement, then you may not access or use the Services.

3. Changes to the Terms of Service and Additional Terms; Changes to the Services

Subject to thirty (30) days written notice of a change of Terms of Service and/or the Additional Terms to Hidalgo County and written confirmation from Hidalgo County, Casebook PBC may change these Terms of Service and/or the Additional Terms from time to time. Any such changes will not apply to any dispute between you and Casebook PBC arising prior to the date on which Casebook PBC made available the revised Terms of Service and/or Additional Terms incorporating such changes, or otherwise notified you of such changes. Subject to thirty (30) days written notice of a change of Terms of Service and/or the Additional Terms to Hidalgo County and written confirmation from Hidalgo County, County access to or use of the Services following any changes to this Terms of Service and/or the Additional Terms will constitute your acceptance of such changes. The “Last Updated” legend above indicates when this Agreement was last changed.

Subject to thirty (30) days written notice of changes to the Services to Hidalgo County and written confirmation from Hidalgo County, Casebook PBC may, in Casebook PBC’s discretion, make changes to the Services from time to time and without liability. A “Major Update” is a material change to the core functionality of the Services, such that either (a) new core functionality is added, or (b) existing core functionality is discontinued, resulting in (in either case (a) or (b)) a material impact on the Customer’s use of the Services under this Agreement. Casebook PBC will provide the Customer with thirty (30) days written notice of a Major Update prior to implementing any such Major Update.

Due to the different methods by which the Services may be accessed and used, Casebook PBC may, in some situations, require you to proactively, or force you (through technical means) to, update the Services within a specified time period following an announcement or release of a Major Update. In circumstances in which the Services are accessed via a mobile application, the Customer will instruct End Users and Portal Users (as applicable) to update the mobile application on all devices on which the Services are accessed and used, as such devices may require End User permission and/or affirmative action to update. (If the Services are accessed via a supported internet browser, the Services provided via the internet are automatically updated as of the date indicated to the Customer by Casebook PBC.) Casebook PBC may limit, suspend or block your access to the Services if you attempt to access or use an outdated or deprecated version of the Services.

Because Major Updates may be necessary to ensure the continued and/or secure functionality of the Services, if the Customer fails to update the applications through which the Services are accessed on mobile devices within the specified time period (or, if no such time period is specified, within a timely manner), Casebook PBC shall bear no responsibility for the unavailability of any or all of the Services to the Customer, its End Users or Portal Users as a result of such failure. When a Customer or its End User fails to update a mobile application within the specified time period communicated by Casebook PBC in connection with the announcement of or release of a Major Update, these outdated applications are considered unsupported versions that Casebook PBC has no duty to continue to support.

4. Subscription Period

Unless the Agreement or the applicable **QUOTE** is earlier terminated in accordance with its terms, you may use each Service during the initial subscription time period identified in the applicable **QUOTE** (the “Initial Subscription Period”). Unless the applicable **QUOTE** specifies a different renewal process, and subject to thirty (30) days written notice of a renewal to Hidalgo County and written confirmation from Hidalgo County, plans will automatically renew at the end of the Initial Subscription Period for a new, one-year Renewal Subscription Period, and will thereafter renew annually for additional one-year Renewal Subscription Periods, unless Hidalgo County exercises their right to terminate and/or does not provide written confirmation after thirty days written notice of renewal prior to the end of a Subscription Period. Subject to thirty (30) days written notice to Hidalgo County of a change in the current list price and written confirmation from Hidalgo County, services included in Subscription Renewal Periods will be charged at the then-current list price for all Casebook products and services, and this pricing will be set forth on the **QUOTE** sent to you for the Subscription Renewal Period, unless Hidalgo County exercises their right to terminate and/or does not provide written confirmation after thirty days written notice of a change in the current list price. This Agreement may be terminated by County upon thirty (30) days written notice. If County terminates, County will not be charged on the following renewal date and henceforth. Invoices for Subscription Renewal Periods will be sent according to the mutually agreed upon terms. County agrees to pay the amounts specified in County Purchase Orders payable against written invoices submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. Free Services

Notwithstanding Section 4 above, if the applicable **QUOTE** is limited to Free Trial Services, then the Subscription Period for the specific Services designated in such **QUOTE** will be limited to the free trial period, specific Services and any other conditions identified in such **QUOTE**. Subject to the terms and conditions of this Agreement, Casebook PBC grants to the Customer a nonexclusive, nontransferable, revocable, limited, right to access and use the Free Trial Services (as identified in the **QUOTE**) for the duration of the free trial period only, and only for the Customer’s internal business purposes (which shall include access and use by End Users). This Agreement and any rights granted hereunder will automatically terminate with respect to Free Trial Services at the end of the free trial period, unless the Free Trial Services are converted to paid Services; to request a conversion to paid Service, the Customer must notify Casebook PBC of its desire to purchase Services prior to the expiration or termination of the free trial period and must enter into an **QUOTE** with Casebook PBC for such Services. There will be no Subscription Renewal Periods for any Free Trial Services. Free Trial Services are made solely on an “AS IS”, “WHERE IS” and “AS AVAILABLE” basis. Any user names and passwords provided in connection with the Free Trial Services will automatically expire at the end of the free trial period, which may cause the Services to become non-operational at the end of the free trial period, unless you convert to paid Services under a new **QUOTE**. Casebook PBC has no obligation to return to the

Customer any information, materials or content that the Customer provided in connection with any Free Trial Services.

Notwithstanding anything to the contrary in this Agreement, provisions in this Agreement regarding Subscription Fees, Service Levels, a Customer's right to access their Customer Data following termination or expiration of the Agreement and/or the applicable QUOTE (Section 12(b)), and Performance Warranty (Section 15(a)) will not apply to Free Trial Services.

6. Registration; Right to Access and Use

You may need to register to use all or part of the Services. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Further, to the extent that we provide a multi-factor authentication process, we may (but are not obligated to) also require that you use such process in order to access your account (such process may, for example, include two-factor authentication using your mobile phone); if so, you agree to provide us with any information that we require in order to enable such multi-factor authentication process in connection with your account. Your user name and password are for your personal use only and should be kept confidential; you, and not Casebook PBC, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Services account. Each End User's log-in ID must be unique to the individual End User. For clarity, End User log-ins may not be used by more than one individual, and misuse of an End User log-in may result in suspension or limitations of a Customer's account(s).

Subject to the terms and conditions of this Agreement, including the Customer's payment of the subscription fees for licenses set forth in each QUOTE (the "Subscription Fees"), Casebook PBC grants to the Customer a nonexclusive, nontransferable, revocable, limited right to access and use only the Services identified in the QUOTE during the Subscription Period only, and only for the Customer's internal business purposes (which shall include access and use by End Users).

7. End Users and Portal Users

For purposes of this Agreement, "End Users" means the Customer's employees, consultants, accountants, auditors and attorneys performing services for or on behalf of the Customer who, in connection with the performance of such services, need access to the Services hereunder, and who have been approved by the Customer to access and use the Services on Customer's behalf in accordance with all terms and conditions governing access to and use of the Services. End Users are assigned unique personal accounts associated with their names by the Customer, and for their use only. End Users may not access or use the Services except as necessary to perform services for or on behalf of a Customer. End Users do not include Portal Users.

The Services are subject to usage limits as set forth in the applicable QUOTE, and may not be accessed or used by more than the number of Active End Users identified in the applicable QUOTE. An "Active End User" is an End User who is currently able to use the Services and who has not been inactivated or disabled by a Customer. If a Customer wishes to increase the number of Active End Users permitted to access the Services, they may do so by contacting Casebook PBC, or by utilizing the Services to increase the number of Active End Users associated with their account, but such an increase will result in an increase in billing, including prorated fees according to the date of the increase. Customer has the right to substitute an Active End User for any alternative Active End User at any time by inactivating or disabling an Active End User and activating a replacement Active End User. Customer may reduce the

Active End User limit, provided that Customer gives advance written notice to Casebook PBC of such reduction. This notice must be given prior to the beginning of (not during) a Subscription Period or Subscription Renewal Period. Customer will not be entitled to any refund, credit or receive any compensation for the reduction in the number of Active End Users.

For purposes of this Agreement, “Portal Service” means the components of the Service that Casebook PBC allows Customers to make available to Portal Users, and “Portal Users” means individuals who, in accordance with this Agreement, are provided limited access to the Services by the Customer or self-register for the Portal Service for the purposes of adding, modifying or viewing information about themselves, their businesses or their experiences with the Customer (or Customer’s subcontractors and/or providers) on or through the Services (including, for clarity, parents or legal guardians of children that are receiving services from the Customer who may add, modify or view information about these children), and who are accessing or using the Services in connection with such services provided by the Customer. Portal Users include those individuals that access or use the Portal Service. Portal Users do not include End Users. Customers will be billed for Portal Users as specified on their **QUOTE**.

The Customer is responsible for identifying and validating all End Users and Portal Users, approving access by End Users to the Services, ensuring that End Users and Portal Users are assigned the appropriate roles and permissions, managing and removing End User and Portal User access as appropriate, and for maintaining the confidentiality of all user names, passwords and account information. The Customer will use best efforts to prevent unauthorized access to or use of the Services, and the Customer shall promptly notify Casebook PBC of any unauthorized access to or use of the Services or any unauthorized use of any user name or password. The Customer is solely responsible for the compliance of all End Users and Portal Users with this Agreement, and any act or omission of any End User or any Portal User that would be a breach of this Agreement if made by the Customer will be deemed to be a breach of this Agreement by the Customer.

8. Acceptable Use, Customer Responsibilities and Restrictions on Customer Use

This section sets forth a list of acceptable and unacceptable conduct regarding use of our Services. If Casebook PBC believes that there has been a violation of this Agreement, or that a Customer’s, End User’s or Portal User’s use of these Services presents a credible risk of harm to other End Users and/or Portal Users, Customers or any third parties, Casebook PBC may suspend, limit or terminate access to or use of any or all of the Services.

The Customer is responsible for:

- a) utilizing the Services tooling to import their own Customer Data, or depending on implementation package and customer preference, the Customer is responsible for securely transmitting Customer Data to Casebook PBC as directed by their Customer Service Delivery Manager, to ensure privacy, security and integrity of the Customer Data;
- b) ensuring that access to and use of the Services by its End Users and Portal Users is lawful and in compliance with this Agreement;
- c) resolving End User and Portal User issues that are not the responsibility of Casebook PBC, and only escalating appropriate issues to Casebook PBC for remediation (as identified in Attachment A (the Service Level Agreement));
- d) as applicable to the usage of Services via mobile devices, updating the Services within a specified time period when a Major Update is announced, and ensuring that its End Users and Portal Users do the same; and

- e) creating, disseminating and enforcing any Customer policies and processes that are relevant to its internal use and End User and Portal Users access to and use of the Services, including policies designed to ensure secure access to the Services, by only persons authorized to use the Services.

Subject to Texas laws, rules, orders governing Governmental entities; the Customer agrees not to:

- a) access or use the Services except as expressly authorized in the Agreement (including these Terms of Service and the **QUOTE**);
- b) copy the Services or any part thereof;
- c) modify, adapt, or create derivative works of the Services or any part thereof;
- d) rent, lease, time share, loan, resell, transfer or sublicense the Services, or otherwise make the Services available to any third party (including but not limited to offering any of the functionality of the Services on a service provider, hosted or time sharing basis), except, and solely to the extent, expressly permitted in writing by Casebook PBC;
- e) decompile, disassemble or reverse-engineer the Services or otherwise attempt to derive any source code from the Services;
- f) disclose to any third party the results of any benchmark tests or other evaluation of the Services;
- g) use the Services to store or transmit fraudulent, libelous, or otherwise tortious or unlawful material, or material that infringes, misappropriates or violates third-party intellectual property or other proprietary rights (including rights of privacy and publicity);
- h) enter and/or copy into any form fields any SQL statements, JavaScript or other code;
- i) use the Services to store or transmit any virus or other malicious code; or
- j) permit or encourage any End Users, Portal Users or third parties to do any of the above.

9. Ownership

Casebook PBC and/or its licensors own all worldwide right, title and interest in and to the Services and the applications and software accessed and used in connection with the Services, and any and all updates, upgrades, and modifications thereto and derivative works thereof, including all Intellectual Property Rights therein. Our trade names, trademarks and service marks include CASEBOOK and any associated logos. The Services are copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove or obscure any copyright, trademark, and/or proprietary rights notices from the Services. **Subject to Texas laws, rules, orders governing Governmental entities, and** subject to the limited rights granted herein; the Customer acquires no right, title or interest from Casebook PBC or its licensors under this Agreement, with respect to the Services, the software accessed and used in connection with the Services, or otherwise.

10. Customer Data

The Customer retains its ownership rights in the Customer Data (as defined below), and hereby grants to Casebook PBC a non-exclusive, assignable, sublicensable (through multiple tiers) right and license to host, copy, access, execute, reproduce, transmit, display, perform, modify, reformat, make derivative works of, and otherwise use all information, data and other materials submitted by the Customer, its End Users or Portal Users to the Services, or collected or processed by or for the Customer using the Services (collectively, "Customer Data" (which does not include Feedback (as defined below))), to the extent necessary for Casebook PBC to provide the Services to the Customer and to improve the Service (including for analytical, statistical, security and quality control purposes, and other similar purposes), in each case, during the Subscription Period and in accordance with this Agreement, provided that any

such use of Customer Data remains subject to the confidentiality obligations in **Section 16** below, and provided further that, except as necessary to provide the Services to, or improve the Services specifically for customers, Casebook PBC will not use any such Customer Data in a manner in which the Customer, End Users, or any natural person, may be reasonably identifiable. Subject to the foregoing, Casebook PBC acquires no right, title or interest from the Customer with respect to Customer Data.

As part of the Services, the Customer may be permitted to create and enable integrations with other applications, programs and/or databases, including third party applications, programs and/or databases, that are not offered by or supported by Casebook PBC (“Integrations”). If the Customer, directly or indirectly, creates or enables an Integration with non-Casebook-managed third party applications, programs and/or databases, and elects to permit those third party applications, programs and/or databases to have access to or interact with their Customer Data, the Customer is solely responsible for ensuring the appropriate permissions and restrictions regarding third party application, program and/or database access to Customer Data are created, maintained and enforced. Casebook PBC has no responsibility for managing or restricting, nor will Casebook have any liability regarding, non-Casebook-managed third party access to Customer Data through such an Integration. Additionally, if a Customer creates or enables an Integration with a third party application, program and/or database, it is the Customer's sole responsibility to ensure that the third party provider (as well as employees, agents and others acting for or on behalf of such third party) complies with these Terms of Service and any applicable Additional Terms for so long as the Integration with such third party application, program and/or database is maintained. Customer acknowledges that if an Integration causes a violation of these Terms of Service, whether such violation is caused by Customer or a third party, Casebook PBC may suspend or terminate such Integration, or, if the violation merits it, terminate the Services.

11. Feedback

If you provide to Casebook PBC any ideas, proposals, suggestions, comments or other input regarding the Services or Casebook PBC's business (“Feedback”), whether related to the Services or otherwise, you authorize Casebook PBC to use such Feedback (including to incorporate such Feedback into the Services) during and after the Subscription Period. You acknowledge and agree that any such Feedback does not constitute Customer Confidential Information or Customer Data, that the provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Casebook PBC under any fiduciary or other obligation (including any obligation to use such Feedback). You further acknowledge and agree that by providing such Feedback to Casebook PBC, you are agreeing to permit Casebook PBC to use and exploit any Feedback, without limitation.

12. Term and Termination

- a) This Agreement will remain in effect until the expiration or termination of all **QUOTE**s, unless earlier terminated in accordance with this Agreement. The Customer may terminate this Agreement or particular **QUOTE**s as provided in such **QUOTE**s. To the extent permitted by applicable law, if the Customer is not a U.S. Government agency, department, or instrumentality, upon written notice (either by email or mail service) to the Customer, Casebook PBC may terminate this Agreement (and therefore the Customer's rights of access and use hereunder) or one or more specified **QUOTE**s in the event that the Customer breaches any provision of this Agreement or of any **QUOTE**s and has not cured the breach within the applicable cure period. If the Customer is a U.S. Government agency, department, or instrumentality, termination terms and conditions shall be governed by 48 C.F.R. 52.212-4 (l) and (m).

- b) Upon any expiration or termination of this Agreement, (i) the Customer's, its End Users' and its Portal Users' right to access and use the Services, and all other rights granted to the Customer hereunder, will automatically terminate, and the Customer agrees to immediately cease accessing and using such Services and to cause its End Users and Portal Users to do the same; (ii) the Customer will promptly return or destroy all copies of any documentation relating to the Services and any other Casebook PBC Confidential Information in the Customer's possession or control and will cause its End Users to do the same; and (iii) the Customer will pay all outstanding fees due under this Agreement in accordance with the applicable **QUOTE(s)**. Upon request, Casebook PBC will make Customer Data available to the Customer for download in a manner and format reasonably determined by Casebook PBC for sixty (60) days following expiration or termination of this Agreement; after such period, Casebook PBC will have no obligation to maintain or provide the Customer with access to Customer Data, and will, unless it is restricted from doing so under applicable law, delete all copies of Customer Data in its systems or otherwise in its possession or control. In the event of any expiration or termination of this Agreement, and except as otherwise expressly provided in this Agreement, Casebook PBC will have no obligation to refund any Subscription Fees or other fees received from the Customer during the Subscription Period.
- c) Each **QUOTE** commences on the Effective Date of such **QUOTE** and will remain in effect during the Subscription Period, unless earlier terminated in accordance with this Agreement or such **QUOTE**. Upon expiration or termination of an **QUOTE**, the Customer's, its End Users' and Portal Users' rights to access and use the applicable Service(s) set forth in such **QUOTE**, and all other Services that are dependent upon the Services that are terminating or expiring hereunder, will automatically terminate, and the Customer agrees to immediately cease accessing and using such Services and to cause its End Users and Portal Users to do the same.

13. Subscription Fees

In order to access and use the purchased Services, the County agrees to pay the amounts specified in County Purchase Orders payable against written invoices submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. **Subject to Texas laws, rules, orders governing Governmental entities, and**, Subscription Fees are non-refundable once paid. The Subscription Fees for all Services being purchased by the Customer will be identified on the Customer's **QUOTE**. Services included in any Subscription Renewal Periods will be charged at the then-current list price for all Casebook products and services, and this pricing will be set forth on the **QUOTE** sent to the Customer for the Subscription Renewal Period.

If a Customer does not pay Subscription Fees or any other fees owed by Customer in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251, a Casebook PBC-generated invoice, Casebook PBC may charge Customer a late fee of one percent (1%) per month or the maximum amount permitted to be charged under applicable law. If that one percent (1%) monthly late fee exceeds what is permitted under applicable by law, the unpaid principal balance of any delinquent account will be subject to the Texas Prompt Payment Act, and Chapter 2251 shall govern remittance of payment and remedies for late payment and non-payment.

14. Subscription Levels

As specified in the applicable **QUOTE**, and subject to this Agreement (including the Customer's timely payment of the Subscription Fees), Casebook PBC will use commercially reasonable efforts to make

the Services available in accordance with the applicable service level agreement set forth in Attachment A (the "SLA"), at the Subscription Level selected by the Customer and described in the **QUOTE**.

15. Warranty and Liability

- a) Performance Warranty. Subject to the terms and conditions of this Agreement, Casebook PBC warrants that the purchased Services shall conform substantially to Casebook PBC's then-current applicable specifications for such Services for ninety (90) days from the Effective Date of the applicable **QUOTE** (the "Warranty Period"). If any Purchased Services (or any portion thereof) do not so conform, and the Customer so notifies Casebook PBC promptly within the Warranty Period, at Casebook PBC's option, Casebook PBC shall correct or provide a workaround for or replace the defective Services or refund the Subscription Fees paid for such Services. This **Section 15(a)** states Casebook PBC's sole obligation, and, with the exception of the Customer's termination rights. Casebook PBC makes no warranty that its Services shall work in combination with Customer Data or any hardware or software products of third parties, that the operation of the Services shall be uninterrupted or error-free, or that all defects in the Services shall be corrected.
- b) Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 15(a) ABOVE, AND TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS; CASEBOOK PBC DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT CASEBOOK PBC DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS; CASEBOOK PBC IS NOT RESPONSIBLE FOR ANY DELAYS, ERRORS, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS; YOU ARE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS AND QUALITY OF YOUR DATA INPUT INTO THE SERVICES AND ANY OTHER CUSTOMER DATA, AND CASEBOOK PBC IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER DATA. FURTHERMORE, TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS; THE WARRANTIES SET FORTH ABOVE SHALL NOT APPLY TO: (A) ANY THIRD PARTY SERVICES, SOFTWARE, APPLICATIONS, PROGRAMS, DATABASES OR HARDWARE, WHETHER OR NOT SUCH THIRD PARTY SERVICES, SOFTWARE, APPLICATIONS, PROGRAMS, DATABASES OR HARDWARE IS PROVIDED BY CASEBOOK PBC; (B) ANY SERVICES THAT HAVE BEEN MODIFIED, REPAIRED OR ALTERED, EXCEPT BY CASEBOOK PBC; (C) ANY SERVICES WHICH HAVE NOT BEEN ACCESSED OR USED IN ACCORDANCE WITH ANY INSTRUCTIONS SUPPLIED BY CASEBOOK PBC; (D) ANY SERVICES THAT HAVE BEEN SUBJECTED TO MISUSE, ABUSE, NEGLIGENCE OR ACCIDENTS; OR (E) THE ACCESS OR USE OF THE SERVICES BY ANYONE OTHER THAN CUSTOMER AND ITS END USERS AND PORTAL USERS. TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS; CASEBOOK PBC SHALL NOT

BE RESPONSIBLE FOR ANY OF CUSTOMER DATA PURSUANT TO ANY WARRANTY UNDER THIS AGREEMENT OR OTHERWISE.

- c) **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, CASEBOOK PBC'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO CASEBOOK PBC UNDER THIS AGREEMENT. IN NO EVENT SHALL CASEBOOK PBC BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES, EXCEPT TO THE EXTENT RESULTING DIRECTLY FROM CASEBOOK PBC'S MATERIAL FAILURE TO COMPLY WITH ITS OBLIGATIONS IN THIS AGREEMENT OR TO IMPLEMENT AND MAINTAIN REASONABLE STANDARD SECURITY MEASURES THROUGHOUT THE TERM OF THIS AGREEMENT. IN NO EVENT WILL CASEBOOK PBC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, OR PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CASEBOOK PBC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, CASEBOOK PBC WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BUSINESS INTERRUPTION OR LOSS OF DATA ARISING FROM THE SUSPENSION OR TERMINATION OF THE RIGHTS GRANTED HEREIN AND ANY ASSOCIATED CESSATION OF YOUR AND YOUR END USERS' AND PORTAL USERS' ACCESS TO AND USE OF THE SERVICES, OR FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDER USED BY CASEBOOK PBC IN CONNECTION WITH THE SERVICES. The foregoing exclusion/limitation of liability shall not apply to (a) personal injury or death resulting from Casebook PBC's gross negligence; (b) Casebook PBC's fraud; (c) any other matter for which liability cannot be excluded by law, solely to the extent it cannot be excluded; or (d) as applicable, express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

16. Confidential Information

- a) "Confidential Information" means (a) with respect to Casebook PBC, the Services and any other Casebook PBC information: (i) information that is marked in writing by Casebook PBC as "confidential" or "proprietary" at the time of disclosure; (ii) information that, if disclosed orally or in other intangible form, is identified as confidential at the time of such disclosure; and (iii) information that, due to its nature or under the circumstances of its disclosure, the Customer knew or had reason to know should be treated as confidential or proprietary; and (b) with respect to the Customer: (i) Customer Data; and (ii) information that is marked in writing by the Customer or its End Users as "confidential" or "proprietary" at the time of disclosure. Confidential Information does not include Feedback.

- b) Exclusions. Confidential Information does not include information or data that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party or any of its Representatives (as defined below); (b) is rightfully known by the receiving party or its Representatives at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party's contemporaneous written records; (c) is independently developed or acquired by the receiving party or its Representatives without use of the disclosing party's Confidential Information; (d) is rightfully received by the receiving party or its Representatives from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.
- c) Use and Disclosure Restrictions. Neither party will use the other party's Confidential Information except as necessary for the performance or enforcement of this Agreement, and neither party will disclose such Confidential Information except to those of its and its Affiliates' employees, consultants, accountants, auditors, attorneys, contractors, subcontractors and service providers providing services to such party (collectively, the "Representatives") who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such Representative is bound by confidentiality obligations consistent with the terms set forth in this Section. Each party will employ all reasonable steps to protect the other party's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body or law, provided that the party required to make such a disclosure, to the extent permissible under the circumstances, (i) gives reasonable notice to the other party to contest such order or requirement, and (ii) only furnishes that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is legally required to be disclosed, and to exercise all commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information it discloses; (b) to its legal or financial advisors; (c) as required under applicable securities regulations; and (d) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party. Notwithstanding anything to the contrary herein, nothing in this Section 16 permits any Representative that is not an End User to access or use the Services. The receiving party is responsible for the compliance of its Representatives with this Agreement, and any act or omission of any Representative that would be a breach of this Agreement if made by the receiving party will be deemed to be a breach of this Agreement by the receiving party.

17. Legal Compliance

- a) Export Laws. You are responsible for complying with United States export controls and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.
- b) Consumer Data and Privacy Protection Laws. The Customer agrees to comply fully with all relevant consumer data and consumer privacy protection laws and regulations of the United States (including the laws and regulations of U.S. state and local governments) ("Consumer Data and Privacy Protection Laws") to ensure that the Services are not (a) used to capture data about individuals that is sold or used directly or indirectly in violation of Consumer Data and Privacy

Protection Laws; or (b) used or intended to be used for any purposes prohibited by the Consumer Data and Privacy Protection Laws, including but not limited to selling consumer data for commercial purposes.

18. Application Provider Relationship

If the Customer or its End Users download or otherwise access the Services as a mobile application through the Apple App Store, Google Play or other app store or distribution platform through which End Users may download or otherwise access mobile application versions of the Services (“Application Provider”), Customer acknowledges and agrees that: (i) this Agreement is between the Customer and Casebook PBC, and that Casebook PBC is responsible for the Services and the terms and conditions contained within this Agreement, and not the Application Provider; (ii) the Application Provider has no obligation to furnish maintenance and support services; and (iii) the Application Provider is not responsible for addressing any claims the Customer has relating to the Services.

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the mobile application (“App”) compatible with the iOS operating system of Apple Inc. (“Apple”). Apple is not a party to this Agreement and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to Intellectual Property Rights, must be directed to Company in accordance with the “Notices” section below. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, Company’s right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

19. Choice of Law and Disputes

If the U.S. Government (or any agency, department or instrumentality of the U.S. Government) is not a party to this Agreement, this Agreement shall be governed and determined by the laws of the State of Texas. Any action or proceeding related to or arising out of the Agreement shall be resolved only in a court in Hidalgo County, Texas. If the U.S. Government (or any agency, department or instrumentality of the U.S. Government) is a party to this Agreement, this Agreement shall be governed by and interpreted in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), and failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at 48 C.F.R. § 52.233-1, which is incorporated in this Agreement by reference.

20. Notices

All notices under this Agreement shall be in writing and shall be given by letter or email. For purposes of this Agreement, an electronic mail message does constitute a signed writing:

If to Casebook PBC:

Customer Engagement Team,
Casebook PBC244 Fifth Avenue, Suite T248
New York, NY 10001
customerengagement@casebook.net

With copies of legal notices to:

General Counsel,
Casebook PBC244 Fifth Avenue, Suite T248
New York, NY 10001
legal@casebook.net

Casebook PBC may provide notices to Customer at the most current physical mailing address or email address on file for Customer.

21. Force Majeure

Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to events or causes beyond its reasonable control, including, but not limited to, any electrical, internet, or telecommunication outage that is not caused by the obligated party, such as any failure or delay caused by a third-party hosting provider; Internet service provider failure or delay; denial of service attacks; labor disputes, strikes, or lockouts; acts of war or terror; riots; acts of God; and governmental actions (each, a “Force Majeure Event”).

22. Monitoring

To the extent allowed by the laws of the state of Texas; we reserve the right (but have no obligation) to monitor, analyze, store, alter or remove any information (including any messages, information, content or other materials sent to you, or received by you), in connection with the Services or their features or functionalities, at any time, and before and after it is appears on the Services, for the following purposes: (a) to help ensure the security and integrity of the Services; (b) to help investigate any actual or perceived threat to the Services or Customer Data; (c) to help assist Customer in resolving any reported errors, issues or defects that cannot be replicated by Casebook PBC; (d) to help investigate or determine whether Customer (including its End Users and Portal Users) is in compliance with the Agreement; (e) upon Customer’s request; (f) as we believe necessary to comply with our legal obligations and/or requests or orders from governmental authorities; and (g) as otherwise permitted under our Privacy

Policy; provided that, we will not alter or remove any Customer Data except to the extent required by applicable law, rule or regulation or as requested by Customer.

23. Waiver

All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently to the extent permitted by law. Failure or a delay by either Casebook PBC or the Customer to enforce any term will not be deemed a waiver of future enforcement of that or any other term. The parties agree that the terms and conditions in this Agreement are declared to be severable.

24. Severability

Should any term(s) or condition(s) of this Agreement be held to be invalid or unenforceable, the validity and enforceability of the remaining terms and conditions of this Agreement shall not be affected, and that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

25. Assignment

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, except that Casebook PBC may assign this Agreement, in whole or in part, (a) in connection with an internal reorganization or a sale of all or substantially all of Casebook PBC's business with which this Agreement is associated (whether by acquisition, merger, reorganization, consolidation or similar transaction) without the Customer's prior written consent, and (b) in any manner in accordance with applicable law (such as in accordance with 48 C.F.R. § 42.12 or the Assignment of Claims Act (31 U.S.C. § 3727)). Any attempt to assign this Agreement other than as permitted above will be null and void.

26. Relationship of the Parties

The relationship between the Customer and Casebook PBC is that of independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties or any of their Affiliates.

27. No Third Party Beneficiaries

There are no third party beneficiaries to this Agreement. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

28. Publicity

The Customer notified Casebook PBC herein that Customer has declined to have their use of the Services publicized and does not wish to have their use of the Services publicized.

29. Survival

The following Sections survive expiration or termination of this Agreement: 8 (Acceptable Use, Customer Responsibilities and Restrictions on Customer Use), 9 (Ownership), 10 (Customer Data), 11(a) (Feedback and Beta Testing), 12(b) (Termination), 13 (Subscription Fees), 15(b) (Warranty Disclaimer), 15(c) (Limitation of Liability), 15(d) (Indemnity), 16 (Confidential Information), 17 (Legal Compliance), 19 (Choice of Law and Disputes), 20 (Notices), 23 (Waiver), 25 (Assignment), 26 (Relationship of the Parties), 27 (No Third Party Beneficiaries), 29 (Survival), 30 (Interpretation and Entire Agreement; Order of Precedence) and 31 (Definitions). County's obligations and responsibilities shall terminate upon the termination of this Agreement.

30. Interpretation and Entire Agreement; Order of Precedence

Although this Agreement contains section headings, those headings are intended to help the Customer and their End Users navigate this Agreement and the language is not meant to limit the meaning, applicability or contents of any section.

This Agreement (including the Attachments hereto and any **QUOTES**), and, any applicable County Purchase Orders, constitute the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to their subject matter.

With respect to any Additional Terms applicable to specific Services, in the event of an otherwise irreconcilable conflict between such Additional Terms and the terms and conditions of these Terms of Service, the Additional Terms applicable to Services that the Customer has licensed from Casebook PBC, the Additional Terms shall control with respect to such specific Services; otherwise, the terms and conditions of these Terms of Service shall control. In the event of an otherwise irreconcilable conflict between the terms and conditions of these Terms of Service or the Additional Terms and an **QUOTE**, the terms and conditions set forth in this Terms of Service or the Additional Terms (as applicable) shall control, except to the extent that the **QUOTE** (a) expressly provides that it is intended to modify the terms and conditions set forth in this Terms of Service or the Additional Terms (as applicable), (b) specifically indicates the section(s) that are to be modified and (c) with respect to any modifications to, or additional terms and conditions that supplement, the **QUOTE** proposed or included by the Customer, have been authorized and agreed to, in writing, by the Customer, in which event, such **QUOTE** will control.

31. Definitions

"Affiliate" means, with respect to any person or entity, any other person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with such person or entity, from time to time, but only for so long as such Control exists.

"Control" and its grammatical variants means (a) a general partnership interest in a partnership, or the beneficial ownership of a majority of the outstanding equity entitled to vote for directors.

"Effective Date" means, with respect to every **QUOTE**, the date on which the Customer enters into such **QUOTE** with Casebook PBC.

"Free Trial Services" shall refer to Services that Casebook PBC may offer to the Customer for a limited time, on a limited basis, for no cost to the Customer, as identified in the applicable **QUOTE**.

“Intellectual Property Rights” means any and all worldwide intellectual property rights, and any derivatives, modifications or updates thereof, including all worldwide patent rights (including issued patents, patent applications and disclosures); copyright rights (including copyrights and copyright registrations, and including copyrights with respect to computer software, software design, software code, software architecture, firmware, programming tools, graphic user interfaces, reports, dashboard, business rules, use cases, screens, alerts, notifications, drawings, specifications, databases and specifications); moral rights; trade secrets and other rights with respect to confidential or proprietary information; know-how; other rights with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology; and any other intellectual and industrial property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to the foregoing.

“QUOTE” shall refer to a document generated by Casebook PBC for the Customer, detailing the scope of Services covered by the Agreement, including the specific Casebook and/or Casebook Platform applications for which licenses are being purchased, usage limits (the number of (the number of licenses being purchased and the Initial Subscription Period (the initial period of months for which these licenses are valid))), pricing details, and any other specific details related to the Customer’s purchase of and access to the Services, and, as relevant, any other arrangements for the Services.

Additional Terms

Additional Terms for Customers using Services including location, direction and/or maps features (including the Casebook Provider Management Solution)

- Applicability
- These Additional Terms apply to Customers who use Services that include or provide location, direction or mapping services.
- Compliance with Google Maps/ Google Earth Terms
- Certain of the Services may make available access to Google Maps and/or Google Earth to provide certain content and/or location, direction and mapping features in response to a request by Customer, an End User and/or a Portal User, and, as a result, by using the Services, you acknowledge and agree to the Google Maps/Google Earth Additional Terms of Service (available at https://www.google.com/help/terms_maps/ (or any successor site there)) and acknowledge the Google Privacy Policy (<https://policies.google.com/privacy?hl=en-US> (or any successor site there)), which are between you and Google, and govern your access to and use of Google Maps and Google Earth through the Services. Casebook is not responsible for Google Maps or Google Earth, or for any acts or omissions of Google.

Additional Terms for Customers Using Beta Products

1. “Beta Products” are new Services and new features of existing Services that are identified as “beta” or “pre-release,” or with other words or phrases with similar meanings, denoting that Casebook PBC is still finalizing these products that they are therefore provided “as is,” without any kind of warranty.

2. Occasionally, Casebook PBC may invite Customers to serve as beta testers, to help us test and refine new Services and new features of existing Services. These new Services and/or new features will be identified as “beta” or “pre-release,” or with words or phrases with similar meanings (each, a “Beta Product”). If a Customer chooses to participate in testing a Beta Product, it does so understanding that Beta Products are Services that are still being finalized, and that Beta Products are therefore made available “AS IS,” “WHERE IS”, and “AS AVAILABLE” and any warranties or contractual commitments that Casebook PBC has made for other Services expressly do not apply to these Beta Products. Should Customer encounter any faults with our Beta Products, Casebook PBC requests to be provided with Feedback regarding these issues, as our primary reason for offering any Beta Products is to identify and resolve any issues before making a new feature or Service widely available.

Additional Terms for Customers purchasing Professional Support Services

- Professional Support Services Scope

Subject to Casebook PBC’s agreement, the Customer may elect to purchase “Professional Support Services” for the Services (“Professional Support Services”). Professional Support Services shall be performed by Casebook PBC for the Customer on a time-and-material basis, with the hourly charge specified in the applicable **QUOTE**. The Customer will be charged for these expenses and must pay Casebook PBC as specified in the applicable **QUOTE**.

If the Customer has elected to purchase and Casebook PBC has agreed to provide Professional Support Services (including, but not limited to, implementation, configuration, and customization work), the scope of the Professional Support Services and any other applicable Additional Terms will either be included in the original **QUOTE** for the purchased Services, a change order to the original **QUOTE**, or in a new **QUOTE** created specifically for the Professional Support Services.

Subject to the Customer’s payment of the applicable Professional Support Services Fees, Casebook PBC will then provide the level of Professional Support Services identified in the Customer Order Confirmation and in accordance with the description set forth in that **QUOTE**.

Notwithstanding the foregoing or anything in the Agreement to the contrary, any Professional Support Services request that would require a material change to, or that would be incompatible with, a core component, core module or core feature of the Services (as determined by the Casebook PBC in its reasonable discretion), may be denied at Casebook PBC’s discretion.

Casebook PBC is not obligated to provide Professional Support Services if the Customer and Casebook PBC cannot agree on an appropriate scope of Professional Support Services.

- Professional Support Services Fees

The applicable “Professional Support Services Fees” will be specified in the original Order Confirmation for the purchased Services, or in a new **QUOTE** created specifically for the Professional Support Services. Payment for Professional Support Services must be made in advance of Casebook PBC providing those Professional Support Services. If the Professional Support Services provided

exceed the amount of hours specified in the applicable **QUOTE**, Casebook will notify the Customer and will continue work only with the Customer's agreement and after arrangements have been made to pay these additional fees. If the Customer does not pay the Professional Support Services Fees, Casebook PBC will not supply the Professional Support Services.

Should this Agreement expire or terminate and the Customer is liable to Casebook PBC for any Professional Services Support Fees, the Customer shall promptly pay these Professional Support Services Fees to Casebook PBC in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

- Special Arrangements for Professional Support Services

These Additional Terms for Customers purchasing Professional Support Services may be modified by the mutual agreement of the Customer and Casebook PBC, as evidenced by a signed writing. Such a written agreement may modify or entirely replace these Additional Terms for Customers Purchasing Professional Support Services.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON April 19, 2022.

Agenda Item No. 85306

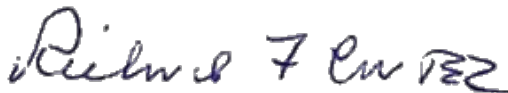
MS
Executive Office: ms

VENDOR:
Casebook PBC

COUNTY:
COUNTY OF HIDALGO



Tristan Louis, CEO



Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:



Amanda Austin, Assistant District Attorney



Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
(Minutes)

SUPPLEMENTAL SIGNATURES:
(If Applicable)

amount of \$17,955.00 with authority for County Judge to sign any required documentation.

H. Facilities Management

- 1. AI-85373 Approval of Work Authorization #2 to C-21-0519-12-28 with Terracon (Precinct 4 On-Call Geotechnical and Construction Material Testing Services Agreement) to provide Geotechnical Testing Services in the amount of \$9,021.40 for the Resurface/Reconstruction of L2 and L3 Parking Lots Project.

I. Sheriff's Office

- 1. AI-85514 Requesting authority to advertise the procurement packet for the "Access Control and Camera Upgrades to the Adult Detention Facility Project", including the re-advertising, if applicable, subject to purchasing and legal review/approval.
- 2. AI-85354 Requesting authority to exercise the sixty (60) day grace period extension (C-20-025-02-19) for Polygraph Examiner under for unforeseen delay of award for the next term under the same terms, rates, and conditions; while we complete the procurement process, subject to purchasing and legal review/approval.
- 3. AI-85426 Requesting authority to advertise the procurement packet for *Purchase of Mattresses* including the re-advertising, if applicable, subject to purchasing and legal review/approval.
- 4. AI-85458 Requesting authority to submit Rio Grande Valley Communications Group (RGVCG) ILA Data Collection Sheet to enter into a new ICA for radio service for our law enforcement departments with authority for Sheriff Eddie Guerra to sign any/and all supporting documentation.

APPROVED

- 5. AI-85306 Requesting approval to purchase four (4) Casebook Growth subscriptions and one (1) Lightspeed '22 Implementation for a one (1) year term in the amount \$3,351.00, with authority for County Judge or Executive Officer to sign any and/or all supporting documentation.

J. Auditor's Office

- 1. AI-85465 A. Presentation of Evaluation Committee's Scoring grid results for the purpose of HCCC ranking the responses received for RFQ No. 22-0106-03-28-ABV -"Professional Governmental Accounting and Reporting Services";

P 3/2

	Guillermo Reyna CPA	Martinez Rosario and Co. LLP	Lance, Soll and Lunghard LLP
Evaluator 1	60	85	100
Rank	3 ↓	2	1 ↓












22-0237 Casebook PBC Subscription

Final Audit Report

2022-04-21

Created:	2022-04-21
By:	Keila Gonzalez (keila.gonzalez@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb_2B6WtT2zeAugmPQYoQ8g4Rop6hpK-O


"22-0237 Casebook PBC Subscription" History

-  Document created by Keila Gonzalez (keila.gonzalez@co.hidalgo.tx.us)
2022-04-21 - 4:31:32 PM GMT
-  Document emailed to Tristan Louis (tristan.louis@casebook.net) for signature
2022-04-21 - 4:34:48 PM GMT
-  Email viewed by Tristan Louis (tristan.louis@casebook.net)
2022-04-21 - 4:34:50 PM GMT
-  Document e-signed by Tristan Louis (tristan.louis@casebook.net)
Signature Date: 2022-04-21 - 4:46:53 PM GMT - Time Source: server
-  Document emailed to MONICA SALINAS (monica.salinas@co.hidalgo.tx.us) for approval
2022-04-21 - 4:46:56 PM GMT
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2022-04-21 - 4:58:34 PM GMT
-  Document approved by MONICA SALINAS (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2022-04-21 - 5:08:21 PM GMT - Time Source: server
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-  Document emailed to Richard F. Cortez (countyjudge@co.hidalgo.tx.us) for signature
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2022-04-21 - 8:30:49 PM GMT

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2022-04-21 - 8:40:58 PM GMT

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