

END USER LICENSE AGREEMENT AND SERVICES AGREEMENT

This End-User License and Service Agreement (the "EUL&SA") is an agreement between Webb County, a political subdivision of Texas (the "Licensee"), and T.E.B. Benefits Group Inc, (TEB) the administrator of Employee Navigator Benefits Administration and Enrollment System (the "Software"), which may include associated media, printed materials, and "online" or electronic documentation.

WHEREAS, Webb County desires to enter into a software agreement for the digital management of Human Resources and Benefits for County Employees, administration of Webb County's FSA program, and Billing and Reconciliation services of voluntary worksite benefits.

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN WEBB COUNTY AND TEB AS FOLLOWS:

By utilizing Software, Licensee agrees to be bound by the terms and conditions set forth in this EUL&SA. If Licensee does not agree to the terms and conditions set forth in this EULSA, then Licensee may not utilize the Software.

1) Definitions

- a) "Company" shall refer to the licensor: T.E.B. Benefits Group Inc. located in El Paso, Texas.
- b) "Licensee" shall mean Webb County, Texas, the individual or entity that utilizes and uses the Software.
- c) "Software" shall mean the Employee Navigator Benefits Administration and Enrollment System and the deliverables provided pursuant to this EULSA.

2) Grant of License

- a) Software Product License. Subject to the terms of this EULSA, Company hereby grants to Licensee a non-exclusive right to utilize the Software.
- b) Installation and or Use. Licensee and all employees and or associates of licensee may access the Software on any computer at any time.

3) Description of Rights and Limitations

- a) Limitations. Licensee may not reverse engineer, decompile, or disassemble Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.
- b) Update and Maintenance. Company shall provide updates and maintenance on an as needed basis / every six months / every year / Other.

- 4) **Intellectual Property.** All rights, title, interest, and copyrights in and to the Software, including but not limited to all images, photographs, animations, video, audio, music, text, data, computer code, algorithms, and information, are owned by Company. The Software is protected by all applicable copyright laws and international treaties. Therefore, Licensee is required to treat Software like any other copyrighted material, except as otherwise provided for in this EULSA.

- 5) **Support.** Company will provide On Site / Phone Support during normal business hours Monday to Friday 8:00 am to 5:00 pm CST.
- 6) **Services.** In addition to providing software access to Licensee Company will provide the following administrative services:
 - a) Send EDI and non-EDI file feeds to carriers as needed for enrollment purposes.
 - b) Provide support for file errors that the licensee is unable to resolve.
 - c) Assist with voluntary benefit integrations if applicable.
 - d) Customize benefit deduction reports in .xls or .csv format to integrate with the licensee's payroll platform.
 - e) Provide assistance on issues with the system.
 - f) Work with the licensee's onsite Open Enrollment schedule to provide assistance for employees wanting to enroll through the system.
 - g) System training.
 - h) Administration of the FSA program.
 - i) Billing and reconciliation services of voluntary worksite benefits.
- 7) **Terms of Agreement.** This EUL&SA is effective until:
 - a) Automatically terminated if Licensee fails to comply with any of the terms and conditions set forth in this EUL&SA; or
 - b) Terminated by Company.
 - c) The term of this contract shall be for 1 year and shall automatically renew every year after unless termed by the Licensee.
 - d) Licensee and/or Company may term terminate this EUL&SA immediately upon written notice, including e-mail, to Licensee, with or without cause.
- 8) **Integration.** Both parties agree that this EUL&SA is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this EUL&SA.
- 9) **Jurisdiction.** This EUL&SA shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Texas, without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this EUL&SA shall be brought exclusively in courts located in Webb County, Texas, and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this EUL&SA shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees. This EUL&SA is made within the exclusive jurisdiction of the United States, and its jurisdiction shall supersede any other jurisdiction of either party's election.
- 10) **Non-Transferable.** This EUL&SA is not assignable or transferable by Licensee without the prior written consent of Company; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly

given if delivered personally or mailed by first-class, registered or certified mail, postage prepaid to the respective addresses of the parties as set forth herein (or such other address as a party may designate by ten (10) days notice):

Licensor and Services Provider:

T.E.B. Benefits Group Inc.

Attention: EUL&SA with Webb County

702 Wyoming Avenue

El Paso, Texas 79902

Licensee:

Webb County, Texas

Attention: _____

Laredo, Texas _____

- 11) **Severability.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this EUL&SA shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this EULSA shall otherwise remain in full force and effect and enforceable.
- 12) **Warranty Disclaimer.** Company, and author of Software, hereby expressly disclaim any warranty for the Software. Software and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Licensee accepts any and all risk arising out of use or performance of Software.
- 13) **Limited Liability.** Company shall not be liable to Licensee, or any other person or entity claiming through Licensee any loss of profits, income, savings, or any other consequential, incidental, special, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise. Even if Company has been advised of the possibility of such damages. These limitations shall apply regardless of the essential purpose of any limited remedy. Under no circumstances shall Company's

aggregate liability to Licensee, or any other person or entity claiming through Licensee, exceed the financial amount actually paid by Licensee to Company for the Software.

- 14) **Entire Agreement.** This Agreement constitutes the entire agreement between Company and Licensee and supersedes all prior understandings of Company and Licensee, including any prior representation, statement, condition, or warranty.
- 15) **Cost.** Company agrees to provide software described in this agreement at \$1.50 per employee per month and FSA administration services at \$3.50 per participant per month. Voluntary benefits billing and reconciliation services cost is included with the FSA administration cost. Webb County acknowledges that T.E.B. Benefits Group Inc. is appointed as Broker of record (BOR) for all voluntary worksite benefits offered to employees via payroll deduction. It is further understood that,
- a) Any technology fees paid by voluntary worksite benefit carriers may offset the total monthly cost of the software and services cost,
 - b) Webb County will continue to make worksite benefits available through payroll deduction, and
 - c) Shall Webb County rescind BOR, services under this agreement will terminate.
 - d) Notwithstanding Paragraph 8. "Integration", Worksite benefits are those described on Exhibit A and made part of this agreement.

This page intentionally left blank.

EXECUTED and **AGREED** to as of the dates indicate below.

TEB BENEFITS GROUP INC.

BY: _____

PRESIDENT, TEB Benefits Group Inc.

DATE: _____

Webb County

BY: _____

TITLE, NAME: _____

DATE: _____

Exhibit A

Worksite Benefits are a part of a comprehensive benefits package. These are voluntary benefits that may provide employees monetary assistance to offset any expenses associated with medical events.

May include but not limited to:

- Accident
- Disability
- Cancer
- Critical Illness
- Hospital indemnity
- Identity theft
- Life
- Prepaid legal
- Pet insurance