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QUOTE AND LICENSING CONDITIONS

BILL TO :

Mr. Jarred Thomas
 Williamson County Office of
 Emergency Management
 911 Tracy Chambers Lane
 Georgetown TX 78626 USA

This quote is subject to the licensing
 conditions outlined on attached page titled
SERVICE APPLICATION AGREEMENT

Mobile Application - One-Time Setup Fee

\$7,284.00

QUANTITY	CODE	DESCRIPTION	FORMAT	UNIT PRICE	SUB TOTAL
<div> <div> iOS and Android Compatible Mobile Application <ul style="list-style-type: none"> • Custom Branded UI • Need to Know Module - 3 eGuides • News Module • Basic Alert Module & FEMA IPAWS Alerts • Ressources Module • Evac Routes and Shelter Map Module • "Make My Plan" wizard • Share My Plan, Share My Status • Basic Incident Reporting (eMail or text) Includes Unlimited User Downloads </div> <div> Power Packs <ul style="list-style-type: none"> • GIS Mapping integration • Geo Alert Push Notifications • Incident Reports - Server • Additional Language - Spanish </div> <div> Administrative Web-Portal <ul style="list-style-type: none"> • News Module • Alert Module • Ressource Module • Evac Routes, Zones & Shelters • ArcGIS REST Service portal • Geo Alert Mapping Module • Incident Report Module </div> </div>					
1	21-01-48491-01	Williamson County, TX - EOCReady App	EOC-SYS	\$8,480.00	\$8,480.00
1	21-01-48491-01	Power Packs - Setup Credit	EOC-SYS	-\$1,196.00	-\$1,196.00

Maintenance + Technical Support - Yearly Fee

\$17,037.00

YEARS	CODE	DESCRIPTION	FORMAT	ANNUAL FEE	SUB TOTAL
3	21-01-48491-01	Maintenance + Technical Support	EOC-SYS	\$6,475.00	\$19,425.00
3	21-01-48491-01	Power Packs - Yearly Fee Credit	EOC-SYS	-\$796.00	-\$2,388.00

Content Options - Main Catalog

\$2,970.00

YEARS	CODE	DESCRIPTION	ISBN	FORMAT	ANNUAL FEE	SUB TOTAL
3	22-0155-000-01	Need to Know - Preparedness for People with Functional Needs	978-1-937099-69-5	100	\$495.00	\$0.00
3	22-0408-000-01	Need to Know - Floods	978-1-62350-587-5	050	\$495.00	\$0.00
3	22-0411-000-01	Need to Know - Emergency Preparedness for Pet Owners	978-1-62350-593-6	100	\$495.00	\$0.00
3	22-0573-000-01	Need to Know - Tornadoes	978-1-62350-594-3	050	\$495.00	\$1,485.00
3	22-0699-000-01	Need to Know - Wildfires	978-1-62350-592-9	050	\$495.00	\$1,485.00

* Year 1 to 3, licensing and tech support fees are due on the anniversary of purchase

SUBTOTAL B. TAXES **\$27,291.00**

TAXES **\$0.00**

TOTAL CONTRACT \$27,291.00

YEARLY FEE **\$6,669.00**

TOTAL DUE NOW \$13,953.00

SERVICE APPLICATION AGREEMENT

WHEREAS QuickSeries has developed a system (Mobile Application) to deliver content on mobile devices utilizing a proprietary software system including a webportal, collectively referred to as the "QuickSeries System"; and

WHEREAS Client desires to access and use such content, services and system and allow certain of its customers, employees and/or other designated persons to use said services, and QuickSeries desires to provide such access and use, all on the terms and conditions of this Agreement.

1. Subject to the terms and conditions of this Agreement and to the payment of the fees described in the purchase order, QuickSeries undertakes to provide, during the term of the Agreement stated in the purchase order (the "Term"), the QuickSeries Services to Client. QuickSeries hereby grants to Client the non-exclusive right to access and use, and to grant to its Users, the right to access and use, the QuickSeries Services and content described in this purchase order. For the purpose of this Agreement, "QuickSeries Services" means the functionality and content delivery services provided by QuickSeries and "Users" means the individuals or group of individuals who have been identified by Client as being authorized users of the QuickSeries Services.

2. Client shall not permit any third party to use, sub-license, sell, assign, convey, transfer, publish, copy, duplicate, disassemble or otherwise deal with any of software, content, or documentation (including the QuickSeries System) to which Client is given access to under this Agreement and, without limiting the foregoing, shall not use the QuickSeries Services to provide information processing, computer service bureau or computer time sharing or similar services to any other person or entity or for any purposes other than its own internal functions. Client will not reverse engineer, compile, reverse assemble, disassemble or translate any portion of the QuickSeries System.

3. For the Term of this agreement, QuickSeries will provide the support services to Client as outlined in this section. Client acknowledges and agrees that all calls into the support center may be monitored and/or recorded for quality control purposes: (i) maintain compatibility of code with the supported platforms; (ii) maintain operability of QuickSeries System; (iii) debugging of QuickSeries Services software; and (iv) administrative User assistance to access QuickSeries Services. In no event shall QuickSeries be under any obligation to improve, to enhance, update, upgrade or otherwise make any modifications to the QuickSeries Services. QuickSeries shall be authorized to enhance, update, upgrade or otherwise make any modifications to the QuickSeries System at any time and at any frequency during the Term and without providing any prior notice.

4. The QuickSeries System and its content and any intellectual property therein shall remain the exclusive property of QuickSeries throughout the world and any third party material that is part of the QuickSeries System shall remain the exclusive property of their respective owners and no title therein shall pass to Client hereunder. Content provided by Client and any intellectual property therein shall remain the exclusive property of Client throughout the world. Client grants to QuickSeries a worldwide license to use copy and modify the said content for the purposes of rendering the QuickSeries Services.

5. QuickSeries agrees to indemnify Client against all damages, losses, costs, expenses or liabilities, including reasonable attorneys' fees (the Losses), suffered or incurred by the Client or its directors, officers, employees and representatives as a result of or in connection with any claim based on the allegation that the use of the QuickSeries System by Client infringes third party's copyright, trade secrets, patents or other intellectual property rights in the United States of America.

6. Client represents and warrants that the content or the data provided by Client does not infringe any third party's copyright, trade secrets, patents or other intellectual property rights in the United States of America and that all appropriate consents, authorizations or procedures relating to the content or the data provided by Client were obtained or put in place by Client in compliance with the applicable laws.

7. To the extent authorized under Texas Law, Client agrees to hold harmless QuickSeries against all Losses suffered or incurred by QuickSeries or its directors, officers, employees and representatives as a result of or in connection with any claim based on the allegation that the content or the data provided by Client infringes third party's copyright, trade secrets, patents or other intellectual property rights in the United States of America; or that such content or data contains personal information and that the appropriate consents, authorizations or procedures were not obtained or put in place by Client in compliance with the applicable laws.

8. EXCEPT FOR THE FOREGOING WARRANTIES, QUICKSERIES NEITHER MAKES NOR GRANTS ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY THAT THE QUICKSERIES SYSTEM WILL PROVIDE ERROR-FREE OR UNINTERRUPTED SERVICE OR THAT THE INFORMATION AVAILABLE ON ITS WEBSITE OR THROUGH THE QUICKSERIES SERVICES IS ACCURATE, TIMELY OR TRUE. THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS CREATED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. QUICKSERIES HEREBY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE, INCLUDING ANY LEGAL WARRANTY OF QUALITY, TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Notwithstanding any provision to the contrary, in no event shall QuickSeries' total cumulative liability towards Client or any third party with respect to any given claim made hereunder exceed the amount paid or payable by Client to QuickSeries under this Agreement in the three (3) month period immediately preceding the event giving rise to such liability.

10. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.