

Wolters Kluwer Financial Services, Inc.
6815 Saukview Dr.
St Cloud, MN 56303
USA

Rita Weir
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(813) 392-5272

Order Information

Order Number 00001289 Order Created Date 12/1/2020

Contact Information

Contact Name Jalyn Morris Email jalynmorris@wilco.org
Phone 512-943-1572 Fax (512) 943-3881

Bill To Name Williamson County, TX Ship To Name Williamson County, TX
Bill To 710 S. Main St., Suite 301
Georgetown, TX 78626
USA

Product	Product Price Tier	Quantity	Total Price
Guided Migration		1.00	\$30,000.00
TeamMate+ Audit - Offline Subscription	1 to 5	1.00	\$0.00
TeamMate+ Audit Software	6 to 10	8.00	\$0.00
TeamMate+ Reporting Online Service API	3 Year - 20 GB per month	1.00	\$0.00
TeamMate+ TeamCloud Hosting Gold	6 to 10	8.00	\$8,640.00
TeamMate+ TeamCloud Hosting Gold Setup		2.00	\$0.00

Total Price \$38,640.00
Grand Total \$38,640.00

*Applicable taxes are extra

Local Currency

USD 38,640.00

Current License Count

Total # TeamMate 8
AM licenses
Total # TeamMate 6
TMA licenses

Transferred License Count

Transferred Users 8

Transfer to License TeamMate+ Audit
Product

Agreement Terms

License Agreement. The TeamMate Software, Support and related Services are provided under the TeamMate® Global License, Support and Services Agreement, incorporated herein by reference and located at

<http://www.teammatesolutions.com/teammate/glssa/en/glssa-en-112017.pdf>

except to the extent there already exists a written agreement between Customer and Licensor covering such Software, Support and related Services, in which case the Software, Support and related Services are provided under such existing written agreement (as applicable, the "Agreement").

Support. The Parties mutually agree for the purpose hereof; maintenance fees will be adjusted to the current TeamMate+ pricing schedule for the number of users indicated in section 2, at time of Renewal. A new maintenance contract will be initiated, which will include 12 months of TeamMate+ maintenance. The Support Fee for each license is presently set at twenty percent (20%) of the then-current License Fee. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer.

Hosting Storage (if applicable). Hosting includes one gigabyte (1GB) of production storage per User. Additional gigabytes may be subject to additional fees.

Execution of Order Form. By executing this Order Form, Customer is hereby agreeing to be bound to the terms of the Agreement. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.

Out-of-pocket Expenses. Out-of-pocket expenses, including but not limited to printing, copying, and meeting space rental, will be billed to the Customer on a monthly basis as incurred.

TRAINING. End-User Training: For each session purchased, maximum class size is 20; for each virtual session purchased, maximum class size is 10.

Champion Training: For each session purchased, maximum class size is 5.

Additional Business Terms

- Customer may also be referred to as "The County" or "Williamson County."
- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.
- Termination for Convenience: 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, The County will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

• **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

• **Proprietary Information and Texas Public Information Act:** All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Vendor does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Vendor, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Vendor.

To the extent, if any, that any provision in the Vendor's Quote is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Other Services

Order Form is Confidential and Proprietary.



Authorized Representative

Joshua Skattum Manager, Customer Support

Print Name and Title

Dec 2, 2020

Effective Date (date signed by Licensor)

Williamson County, TX

Authorized Representative (1)

Print Name and Title

Date Signed

Authorized Representative (2)

Print Name and Title

Date Signed

TO BE PROVIDED BY CUSTOMER

PO Required

☐

Tax Exempt

☐

FOR WK USE ONLY

SAP #

100067923

Initial Order

☐

CN 100067923 Williamson County Texas Case 709706 ref:_00D30W70._5001T1RN7Ca:ref

Final Audit Report


2020-12-02

Created:	2020-12-02
By:	Wolters Kluwer Contract Admin (contractadmin@wolterskluwer.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAehjXL7yu8cJ3agm5iRK0srCHfg1bRRHb


"CN 100067923 Williamson County Texas Case 709706 ref:_00D30W70._5001T1RN7Ca:ref" History

 Document created by Wolters Kluwer Contract Admin (contractadmin@wolterskluwer.com)

2020-12-02 - 8:47:42 PM GMT- IP address: 160.109.104.44

 Document emailed to Joshua Skattum (joshua.skattum@wolterskluwer.com) for signature

2020-12-02 - 8:48:51 PM GMT

 Email viewed by Joshua Skattum (joshua.skattum@wolterskluwer.com)

2020-12-02 - 8:57:26 PM GMT- IP address: 148.9.24.36

 Document e-signed by Joshua Skattum (joshua.skattum@wolterskluwer.com)

Signature Date: 2020-12-02 - 9:06:54 PM GMT - Time Source: server- IP address: 148.9.24.36

 Agreement completed.

2020-12-02 - 9:06:54 PM GMT