HarrisLOGIC
Master Service Agreement

HarrisLOGIC, a Missouri Corporation whose primary business is located at **319 Consort Drive, Ballwin, MO 63011** and <u>Williamson County, Texas, 323 W. 8th St, Georgetown, TX 78626 (Customer), a political subdivision of the State of Texas,</u> enter into this "**Master Agreement**" (Agreement) wherein HarrisLOGIC agrees to provide the "**Services**" stated on the attached "Statement of Work", which are made a part of the Master Agreement, only on the stated hardware and software, "**Serviced Products**", and only at the stated locations, "**Serviced Locations**", only during the stated hours, "**Service Hours**", and only during the stated dates, "**Coverage Dates**", for the stated "**Service Fees**" and "**Added Cost**" and as to all the Services HarrisLOGIC and Customer agree as follows:

1. Definitions

Master Agreement refers to the combined terms and conditions set forth in this document.

Services means the Services that HarrisLOGIC is providing to Customer as described in the Statement of Work attached to this Agreement.

Serviced Products means the hardware and software HarrisLOGIC uses or supports to provide the Services.

Serviced Locations means the physical location(s) HarrisLOGIC provides or supports Serviced Products.

Service Hours means the hours of operation and support HarrisLOGIC provides the Services.

Coverage Dates means the commencement date and term of this Agreement.

Service Fees means the fees HarrisLOGIC charges to Customer and that Customer agrees to pay for the Services.

Added Costs means any fees for goods and/or services not provided for by Services and Service Fees.

HarrisLOGIC Owned Hardware ("HOH") means hardware owned by, or leased to HarrisLOGIC to be provided by HarrisLOGIC for use by Customer at the Site as set forth in the Agreement.

HarrisLOGIC Owned Software ("HOS") means software owned by, or leased to, HarrisLOGIC, to be provided by HarrisLOGIC for use by Customer at the Site as set forth in the Agreement.

Customer Owned Hardware ("COH") means hardware owned or leased by Customer necessary to provide Services.

Customer Owned Software ("COS") means software owned or leased by Customer necessary to provide Services.

HarrisLOGIC Developed Software ("HDS") means software developed and owned by HarrisLOGIC to be provided by HarrisLOGIC for use by Customer at the Site as set forth in the Agreement.

HarrisLOGIC includes its employees, management, agents, successors, subsidiaries, subcontractors and/or its independent contractors.

Customer includes its employees, management, agents, successors, subsidiaries, subcontractors and/or its independent contactors.

Site means the Customer owned or operated location.

Statement of Work means a separate detailed list of Services provided and related pricing pertaining to this Master Agreement.

2. Intellectual Property

i. Ownership
All the ownership interests, including intellectual property interests, including, but not limited to copyright, patent and trade/service mark rights, in works authored by HarrisLOGIC under the Master Agreement remain the property of HarrisLOGIC. HarrisLOGIC does hereby grant to Customer a non-exclusive, indefinite term limited use license in those works for use only on the Serviced Products at the Serviced Locations.

ii. License Grant
HarrisLOGIC hereby grants to Customer a nonexclusive license to use any HDS and to use any other goods and services, in which HarrisLOGIC has any intellectual property rights that make up or are used in the performance of the Agreement, for the term stated in the Agreement.

3. Third Party Items

HarrisLOGIC provides Services that utilize third-party products (hardware, software, etc.) subject to the terms and conditions found in those third-party agreements.

4. Term and Termination

i. Term
This Agreement shall commence upon the last party's execution hereof and shall remain in effect until September 30,, 2009. Following the initial term of this Agreement, the parties hereto may negotiate a renewal of this Agreement.

ii. Termination For Default
a) This Agreement may be terminated for default by either party upon thirty (30) days written notice, upon the other party's breach of any material contractual obligation hereunder.

b) If Customer terminates the Agreement for default, HarrisLOGIC shall refund Customer any amount paid to HarrisLOGIC for the period of time wherein services were not delivered in accordance with this Agreement. HarrisLOGIC shall be considered in default if it fails to deliver the reasonable services as described in this Agreement including all Attachments. If for any reason it is determined, by a court of competent jurisdiction, that HarrisLOGIC was not in default under the Agreement at the time of Customer termination, HarrisLOGIC shall be entitled to recover from Customer for direct and actual damages that result due to Customers termination.

c) Customer shall be considered to have materially breached its obligations hereunder, and to be in default, if (a) Customer fails to pay HarrisLOGIC in accordance with the payment terms discussed in this Master Services Agreement, (b) Customer fails to comply with the Customer Responsibilities described in this Master Services Agreement; (c) Customer ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, becomes the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days or making an assignment for the benefit of its creditors; or (d) any attempt is made by Customer to derive any source code from any Services.

iii. Termination For Convenience

Customer may terminate this Agreement for convenience and without cause or further liability upon sixty (60) days written notice to HarrisLOGIC. In the event of such termination, it is understood and agreed that only the amounts due to HarrisLOGIC for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination of this Agreement for convenience.

iv. Modification

HarrisLOGIC and the Customer reserve the right to modify the terms and conditions contained in this Agreement upon execution by both parties of a written amendment detailing the additions and changes to the terms and conditions herein. No employee, representative or agent of either party has any authority to bind either party to any modification to the Agreement unless specifically included as a written amendment executed by both parties.

iv. Renewal

Unless previously terminated per the termination provisions herein, the parties may renew this Agreement for additional twelve (12) month terms following the initial term of this Agreement.

5. Schedule

If HarrisLOGIC fails to initiate the Services described in this Agreement in accordance with the specifications described in the attached Statement of Work within 30 days of execution of this Agreement, either party may cancel the Agreement without consequences.

6. Express Warranty

i. Best Practices

HarrisLOGIC warrants that it shall employ commercially reasonable efforts to ensure that its Services are compatible with industry standards and practices and are free from malfunctions, errors or omissions.

ii. Express and Implied Warranties

EXCEPT AS PROVIDED FOR IN 6i ABOVE, HarrisLOGIC MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ALL GOODS AND SERVICES TO BE SUPPLIED HEREUNDER. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES, LOSS OF USE OF EQUIPMENT OR LOSS OF PROFIT, IN ANY WAY ARISING OUT OF THE MASTER SERVICE AGREEMENT, ADDENDUMS OR ANY IMPLIED WARRANTY. HARRISLOGIC IS NOT RESPONSIBLE FOR LOST CUSTOMER DATA CAUSED BY ANY REASON OTHER THAN FAILURE OF HARRISLOGIC'S HARDWARE, SOFTWARE OR SERVICES, AND WILL UTILIZE A BEST EFFORT APPROACH TO RESTORING DATA SHOULD THE CUSTOMER REQUIRE SUCH. HARRISLOGIC SPECIFICALLY DENIES ANY RESPONSIBILITY WHATSOEVER FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH THE INTERNET, AND USE OF INFORMATION IS AT RISK OF CUSTOMER. IN ADDITION, CUSTOMER UNDERSTANDS THAT THE USE OF HARRISLOGIC FACILITIES INCLUDES THE POSSIBLE RISK OF A DAMAGING EVENT SUCH AS WEATHER, ELECTRICAL SURGE, THEFT, LINE FAILURE, VIRUSES THAT YOU GET, OR ACTS OF GOD THAT COULD AFFECT DATA OR ACCESS AVAILABILITY. HARRISLOGIC IS NOT LIABLE FOR ANY LOSSES CAUSED BY SUCH EVENTS OR OCCURRENCES.

iii. Equipment Environment

HarrisLOGIC is under no obligation to provide Services for Serviced Products located on Customer's premises that have been subjected to acts of God, negligent operation, operation in an unsuitable environment and/or any other abnormal environment or usage. Equipment installed by HarrisLOGIC will be in a verified suitable environment.

7. Customers' Remedies

i. Services Performance

HarrisLOGIC has no obligation with respect to any claim of infringement or misappropriation that is based upon or arises out of: (i) any modification to the Services by Customer if the modification was not expressly authorized by HarrisLOGIC in writing, (ii) the use or combination of the Services with any hardware, software, products, data or other materials not provided by HarrisLOGIC, or (iii) the use of the Services by Customer other than in accordance with this Agreement.

ii. Disclaimer

The Express Warranty and the Remedies set forth above are exclusive and in substitution for, and Customer hereby waives, releases and disclaims, all other warranties of HarrisLOGIC with respect to any defect, deficiency or nonconformity in any goods or services furnished by or on behalf of HarrisLOGIC under the Agreement, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose, implied warranty arising from course of performance, course of dealing or usage of trade; and claim of infringement.

iii. Consequential Damages

Except for any infringement, misappropriation or violation of intellectual property rights, HarrisLOGIC will not be liable to Customer, whether in contract, warranty, tort (including negligence, whether active, passive, or imputed), product liability, strict liability or other theory, for cost of cover or for any indirect, incidental, special or consequential damages (including without limitation damages for loss of profit, business or data) arising out of HarrisLOGIC's performance or non-performance of the Agreement or the use of, or inability to use any goods or services provided under the Agreement.

8. HarrisLOGIC Service Responsibilities

i. Application Access and Delivery

If specified in the Statement of Work, HarrisLOGIC will provide Customer with access to applications via a web browser that uses a secure HTTP connection

ii. HarrisLOGIC Owned Software (HOS)

HarrisLOGIC will provide, at its expense, all software necessary for operating its network servers according to its own operating procedures. This network software includes network operating systems, network management programs, and any other software HarrisLOGIC deems necessary. HarrisLOGIC will also provide Customer with appropriate software licenses identified in the Statement of Work necessary to utilize the Services according to Customer's specifications.

iii. Customer Owned Software (COS)

Software identified as "Customer Owned Software" in the Statement of Work may be hosted by HarrisLOGIC. Customer warrants that Customer owns the appropriate licenses to utilize the software in accordance with the Third Party Vendor's software licensing terms, and will hold HarrisLOGIC harmless from any claims brought by Third Party Vendors regarding Customer's or HarrisLOGIC's use of any such software. Customer shall maintain software support and maintenance in accordance with the Third Party Vendors software support programs. In the

event HarrisLOGIC determines that such Third Party Vendor software is not compatible with the HarrisLOGIC system, HarrisLOGIC reserves the right to de-install the software immediately, and terminate its obligation to host the incompatible software.

iv. Software Maintenance and Upgrades

a) HOS - HarrisLOGIC will use commercially reasonable efforts to maintain all HOS used in hosting at the current release level provided by Third Party Vendors. HarrisLOGIC will install all modifications and repairs as advised by Third Party Vendors, subject to verification of compatibility and testing by HarrisLOGIC. There are no additional charges to Customer for service provided by HarrisLOGIC to perform basic installation of upgrades or modifications to HOS provided by Third Party Vendors. HarrisLOGIC will exercise professional discretion and care in applying patches, installing updated releases, service upgrades or engineering changes and adjustments. HarrisLOGIC will minimize downtime and disruption required for system maintenance and upgrades and will observe the maintenance policies defined in Section 4iii of this Addendum.

b) COS - Updates, Maintenance Releases and Patches - HarrisLOGIC will install and configure all maintenance releases, patches and updates as provided by the Third Party Vendors of COS software at no additional charge. If the Third Parties of the COS charge a fee for updates, patches, upgrades or maintenance releases, Customer agrees to pay HarrisLOGIC or the Third Party Vendor for the additional charges, according to the Third Party Vendor's policies. HarrisLOGIC will coordinate closely with Customer in installing updates, patches and upgrades to COS and will only do so if requested and approved by the appropriate designated Customer party. HarrisLOGIC agrees to install and apply minor updates and patches to the COS directly into production systems in accordance with the Third Party Software Vendor's recommendations and instructions subject to the Customer's request and approval. HarrisLOGIC agrees to take all reasonable steps to minimize downtime and disruption required for installation of patches and updates to COS and to take all necessary, reasonable and appropriate steps (backups, etc) to ensure that Customer's use of COS could be rapidly returned to its full state and version prior to the installation of any updates or patches as necessary.

c) COS Major Upgrades, Version and Platform Changes - HarrisLOGIC will install and test major upgrades and releases that involve version changes, platform conversions and/or data conversions as provided by Third Party Vendors of COS. HarrisLOGIC provides these services at its standard billing rates for the appropriate engineering, technical and project management resources as specified in the Statement of Work. HarrisLOGIC agrees to install and test all major upgrades and conversions to the COS as supplied by Third Party Vendors in a test environment independent of production systems. At the conclusion of the installation of any upgrade to the COS in test environment, HarrisLOGIC will present the upgraded COS to Customer for user testing and acceptance. Upon customer's approval, HarrisLOGIC will migrate the upgraded COS to production systems. HarrisLOGIC agrees to take all reasonable steps to ensure a smooth transition to the production use of upgraded COS and to take all necessary, reasonable and appropriate steps (backups, etc) to ensure that Customer's use of COS could be rapidly returned to its full state and version prior to the installation of any upgrade as necessary.

v. Tape Backup and Restoration Service

HarrisLOGIC utilizes a tape library for long-term storage and archival purposes, and to provide for the restoration of data in the event such is required. HarrisLOGIC employs industry standard backup practices. HarrisLOGIC will backup all data generated by HOH, HOS, HDS, COH and COS located at HarrisLOGIC's Data Center, using a full system backup weekly and an incremental or deferential backup daily. Unless specified in the Statement of Work, the backups will not include operating systems, software applications or files configured to implement application systems. HarrisLOGIC shall not charge for restoration of data due to circumstances

related to the failure of HarrisLOGIC's hardware or software. In the event Customer requests restoration of data due to circumstances not related to the failure of HarrisLOGIC's hardware or software, Customer shall pay HarrisLOGIC for the data restoration services on an hourly rate basis. If specified in the attached Statement of Work, HarrisLOGIC will implement backup of Customer data to a Third Party On-line Backup Vendor in accordance with the Third Party Backup Vendor's procedures subject to the terms and conditions of the Third Party Vendor. Customer is responsible for all Third Party Backup Vendor charges related to this service.

vi. Disk Space
HarrisLOGIC will make available to Customer without additional charge the amount of hard disk storage needed to host any HDS solution on HOH as specified in the Statement of Work. If any COH/COS in HarrisLOGIC's Data Center requires the use of HOH disk space, charges and restrictions will be specified in the Statement of Work. If Email hosting is specified in the Statement of Work, HarrisLOGIC will specify size limits on user mail files and specify charges for Customer use in excess of these limits.

vii. Antivirus Software and Service
HarrisLOGIC warrants that it will employ its best commercial efforts to maintain totally virus-free systems and to prevent or minimize disruption due to virus attacks. HarrisLOGIC will install and maintain at its expense antivirus software on all servers and workstations hosted in its Data Center. HarrisLOGIC will maintain subscription services with antivirus Third Party Vendors, and will update antivirus software as new versions are released. Antivirus software is provided according to the terms and conditions of the manufacturer of the software. HarrisLOGIC warrants that its antivirus systems will perform in accordance with the manufacturer's specifications and passes through to Customer all warranty terms, conditions and limitations as provided by the manufacturer of HarrisLOGIC's antivirus systems.

viii. E-Mail Services
If specified in the Statement of Work, HarrisLOGIC will provide managed e-mail services for Customer. This e-mail will be accessible via Lotus Notes client software. HarrisLOGIC will provide SMTP gateway services, allowing Customer to communicate with Internet e-mail users. Lotus Notes users will have full access to the entire suite of Lotus Notes features including calendaring and name and address book functionality using a Lotus Notes client for access, HarrisLOGIC maintains all global address lists in its Active Directory system and does not provide external administration rights to any hosted e-mail systems. HarrisLOGIC provides each e-mail user with a password that can be changed by the Customer user. For added security, HarrisLOGIC forces Customer users to change their password every 90 days.

ix. Anti-Spam Service
If email hosting is specified in the Statement of Work, HarrisLOGIC will provide anti-spam services to Customer's e-mail utilizing advanced anti-spam technology from the manufacturer referenced in the Statement of Work. Those e-mail messages that are determined to be spam by HarrisLOGIC's systems will be discarded, while legitimate messages not detected as spam by HarrisLOGIC's systems will be forwarded to Customer's e-mail. HarrisLOGIC warrants that its anti-spam systems will perform in accordance with the manufacturer's specifications and passes through to Customer all warranty terms, conditions and limitations as provided by the manufacturer of HarrisLOGIC's anti-spam systems.

x. Secure Messaging Service
HarrisLOGIC employs HIPAA compliant secure messaging services in all communications involving Patient Health Information (PHI), including secure chat and secure Email. If specified in the Statement of Work, HarrisLOGIC will provide a secure messaging chat client for Customer's use. All e-mails with PHI originating from HarrisLOGIC messaging systems will be secured through encryption and security techniques, such that only authorized recipients will be able to receive, access, and view secure e-mails. HarrisLOGIC warrants that its secure messaging

systems will perform in accordance with the manufacturer's specifications and passes through to Customer all warranty terms, conditions and limitations as provided by the manufacturer of HarrisLOGIC's secure messaging systems.

xi. Server Co-Location Services at HarrisLOGIC Data Center (COH)

If specified in the Statement of Work, HarrisLOGIC will house Customer's server (COH) at its Data Center, providing physical security, power, firewalling and monitoring of this system per HarrisLOGIC's Data Center policies and procedures. If specified in the Statement of Work, HarrisLOGIC will provide tape back-up of all co-located COH as described in the Statement of Work. HarrisLOGIC will monitor the status of the server connectivity and notify Customer if the server becomes unavailable. HarrisLOGIC will notify Customer should any problems or failures occur with co-located COH, and will use commercially reasonable efforts to assist Customer in remediation. The cost of remediation of any COH is the responsibility of the Customer.

xii. Software Development

If specified in the attached Statement of Work, HarrisLOGIC will design software tools to help the Customer to manage its information and collaboration needs. Behavioral Healthcare Software Development Services apply to the design of electronic health records systems and other special purpose applications and databases, and include but are not limited to requirements analysis, collaboration requirements, inter- and intra-organizational work flows breakdown, real-time electronic communications, and reporting.

xiii. Forwarding Copy of Customer Data

If specified in the State of Work, HarrisLOGIC will produce a CD or tape of all current customer production data at an interval specified by Customer at the incident price specified in the Price Schedule Attachment. HarrisLOGIC will forward the CD or tape containing Customer's data to the address specified below:

Customer:	Williamson County Outreach Department
Attn:	Annie Burwell, LBSW
Address:	323 W. 8th Street
City:	Georgetown
State:	TX
ZIP Code:	78626

9. Customer Responsibilities

i. Customer Contact

Customer will name a team to act as the technical and Primary Customer Contacts for HarrisLOGIC. The Customer Contact will have authority to execute a claim for adjustment per the Changes To Work section below and to accept the performance of Services as specified in the Statement of Work.

ii. Access to Facilities

Customer will provide HarrisLOGIC with the reasonably required access to Customer facilities, employees, including Customer employees with required security access, and equipment to perform under the Agreement.

iii. Care of HOH equipment

If specified in the Statement of Work, Customer will house HarrisLOGIC owned hardware (HOH). Customer agrees to keep the HOH at Customer's location in a reasonable operational environment, including without limitation the provision of reasonable lighting, HVAC, security, and custodial services including but not limited to minimum requirements set forth in the

Agreement. Customer agrees that if acts or omissions of the Customer or entities over which the Customer has control cause an increase in HarrisLOGIC's cost of providing the Services, including but not limited to damage to the HOH or HOS, upon written notice by HarrisLOGIC to Customer of the increased cost, an equitable adjustment, to cover the incurred cost, will be made to the amount paid by Customer to HarrisLOGIC under the Agreement. In the event any HOH is damaged during the course of the Agreement, or is returned damaged or defaced to HarrisLOGIC at the end of the Agreement, the Customer may be liable for replacement or repair fees for the damaged or defaced HOH.

iv. COH and COS

Customer will utilize its own COH and COS to access the HarrisLOGIC system, unless otherwise stated in the Statement of Work. Customer shall maintain, at its own expense, computers, terminals, printers and other hardware and telecommunications devices owned by Customer. In the event Customer requests HarrisLOGIC to provide support, troubleshooting, or maintenance on equipment owned by Customer, Customer agrees to pay HarrisLOGIC in accordance with its then current rates and charges for those services.

v. Protection of COH and COS at Customer Premises

Customer is responsible for the operation and integrity of COH and COS at its premises, including protection from unauthorized intrusion, hackers, vandals and viruses of all equipment necessary to access HarrisLOGIC Services. Customer acknowledges that the operation and performance of its equipment and network necessary to access the Services directly impacts HarrisLOGIC's ability to deliver the Services and understands that defects in Customer equipment and network may result in non-performance of the Services.

vi. Telecommunication Data Line

Customer acknowledges that the stability and availability of this Customer telecommunication connection directly impacts HarrisLOGIC's ability to deliver the Services and that any defects in the Customer's connection may result in non-performance of the Services.

vii. Changes to Customer's Network

Customer agrees that if Customer makes reasonably significant changes in the Customer's network that require reasonably significant changes to the Services, including, but not limited to changes outside the allowed changes specified in the Agreement, the Service Fees, as described in the Statement of Work may be increased by HarrisLOGIC to compensate for the increased costs incurred by HarrisLOGIC. HarrisLOGIC shall provide written notification and written support for the requested increase in the Service Fees. If Customer does not accept the increase, Customer may either a) terminate for Convenience the Agreement as described in Section 4iii., b) reverse the changes to Customer's network that caused the requested increase in HarrisLOGIC's costs and the related Service Fees or c) alter the Customer's network such that no increase in costs are incurred by HarrisLOGIC.

viii. Use of Services; System Integrity

Customer may not use any device, software or routine to interfere or attempt to interfere with the proper working of HarrisLOGIC's Services or systems. Customer may not take any action that imposes an unreasonable or disproportionately large load on the HarrisLOGIC network infrastructure. Customer may not disclose or share their password(s) or provide them to any third parties or use their password(s) for any unauthorized purpose. Customer further agrees that all use of the Services by Customer must comply with all relevant laws and regulations of the United States and, to the extent applicable, export or import regulations of the United States and other countries or territories to ensure that neither the Services nor any direct component nor product thereof, including, but not limited to, encryption products, are (a) exported, directly or indirectly, in violation of any export laws, or (b) are used or intended to be used for any purposes prohibited by export laws.

ix. Backup of Customer Systems

Customer is responsible for maintaining complete program and data file back-ups of its systems located at Customer's location adequate to meet the Customer's business requirements for the Services at the Customer's premises.

x. Third Party Access

In the event Customer desires to furnish access to its software and data to another HarrisLOGIC subscriber, Customer shall provide a letter of authorization on its company letterhead signed by an officer of the Customer. This letter should include the name of the other subscriber(s) and a full description of the folders, programs, and data to which Customer is granting third parties access. Customer assumes full responsibility for the actions taken by other subscribers to whom Customer grants access to their programs and data.

10. System Availability and Service Level Agreement

i. System Availability

HarrisLOGIC warrants that it will employ its best commercial efforts to ensure that the Services set forth in the Statement of Work will be available to Customer ninety-nine (99.0%) of the time during each month of the Statement of Work. Availability is defined as HarrisLOGIC's servers, data lines, networking infrastructure and hosting facilities being operational and accessible through properly configured and operational data lines and Customer systems. If a service outage of at least sixty (60) continuous minutes occurs during any month in which HarrisLOGIC has also failed to provide availability of Services 99% of the time, HarrisLOGIC will provide Customer with a credit in an amount equal to five percent (5%) of the monthly service fee in effect during such month. In no event shall the credit provided to Customer by HarrisLOGIC in any month exceed the total monthly fee charged to the Customer.

ii. System Support

Customer agrees to notify HarrisLOGIC of any inability of Customer to access and use HarrisLOGIC's Services. All notifications from Customer must originate from the technical or primary contacts team. HarrisLOGIC will investigate the problem, and if HarrisLOGIC determines that the problem is due to any hardware or software provided by HarrisLOGIC under this Agreement, HarrisLOGIC will remedy the problem at HarrisLOGIC's cost and expense. If HarrisLOGIC determines the source of the problem is not related to HarrisLOGIC's software or hardware, HarrisLOGIC will charge the customer for the time devoted to troubleshooting at HarrisLOGIC's then current rates.

iii. Scheduled and Unscheduled Outages for Maintenance

HarrisLOGIC may conduct hardware and software maintenance ("Scheduled Maintenance") as necessary to ensure the quality of HarrisLOGIC Services. Scheduled Maintenance is conducted generally from eleven (11) p.m. to five (5) a.m. Central time. Whenever maintenance is required and scheduled that may result in temporary outage of the Services, HarrisLOGIC will notify Customer via email to the Customer contact at least seven (7) days in advance of any such scheduled maintenance. Such outages due to Scheduled Maintenance that prevent Customer from accessing Service during this time period, shall not be considered part of the ninety-nine point nine percent (99.0%) guaranteed availability, but shall be considered an "Excluded Outage." HarrisLOGIC may also, from time to time, have to conduct emergency, or remedial maintenance on a system as a result of a failure, security threat, or other such problem, during normal business hours ("Unscheduled Maintenance"). Such Unscheduled Maintenance may result in temporary outage of the Services and will be considered an outage when determining the ninety-nine percent (99.0%) guaranteed availability of the Services.

iv. Third Party Hardware or Software; Operator Error

HarrisLOGIC's Service Level Agreement extends solely to hardware and software owned or leased by HarrisLOGIC and provided to Customer under the terms of this Agreement. Outages due to hardware or software not provided by HarrisLOGIC (including, without limitation any COH or third party vendor software), or operator error are considered "Excluded Outages".

a) Data Lines

Outages due to the failure of any Customer data circuits (including Internet or private data lines) are "Excluded Outages".

b) Acts of Nature

Outages due to acts of nature or other event of force majeure as set forth in this agreement are deemed to be "Excluded Outages."

11. SERVICE FEES

See the attached Statement of Work for details of service fees.

12. PAYMENT

i. Payment Terms

Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Customer within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Customer 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 Customer'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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Customer shall notify HarrisLOGIC of such an invoice of the discrepancy. Following Customer's notification of any discrepancy as to an invoice, HarrisLOGIC must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Customer shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Customer's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

ii. Fees

Customer shall pay HarrisLOGIC the specified monthly fees, if any, set forth in and in accordance with the Statement of Work. The Monthly Fees, if any, shall be billed and paid in accordance with the terms set forth under paragraph 12(i.) above. Any additional charges, including, but not limited to, migration charges, accrued interest, late fees and any usage-based charges, shall be invoiced in arrears and shall appear on the monthly invoices for Services or on separate invoices.

iii. Provisioning and Activation

Neither Customer nor HarrisLOGIC shall cause any unreasonable delays in provisioning or activating the Services and shall act promptly to cooperate as necessary to deploy the Services into Customer's production systems environment. Customer reserves the right to

cancel the Agreement for default if HarrisLOGIC causes unreasonable delays and HarrisLOGIC reserves the right to recover payments for services not provided, including costs of provisioning, for any period where Customer caused unreasonable delays.

13. CHANGES TO WORK

i. Additions, Deletions, Changes.
Customer may request and HarrisLOGIC may recommend in writing without invalidating the Agreement, changes in the Statement of Work consisting of additions, deletions, or other modifications. HarrisLOGIC will provide Customer with a written addendum to the Statement of Work setting forth the agreed upon modification(s) to the Statement of Work and the additional costs of such modifications.

ii. Additional Cost.
HarrisLOGIC shall make claims promptly in writing to Customer for additional cost, damages for delays in activating the services or other causes not covered by an agreed upon adjustment in the Statement of Work. .

14. Possession of Goods

i. Access to HOH, HOS, and HDS
If this Agreement is terminated for any reason, Customer will provide HarrisLOGIC access to, and assist HarrisLOGIC in repossession of the HOH, HOS, and HDS at any Customer location within 15 days of termination. Customer agrees that upon termination for any reason, the requirements to make payments will not stop unless and until HarrisLOGIC has been given the reasonable opportunity to retain possession of the HOH, HOS and HDS at any Customer location.

ii. Access to COH
If this Agreement is terminated for any reason, HarrisLOGIC will provide Customer with access to, and assist Customer in repossession of the COH at any HarrisLOGIC location within 15 days of termination. HarrisLOGIC agrees that upon termination for any reason, Customer shall not be required to pay any amounts due as of the date of termination unless and until Customer has been given the reasonable opportunity to retain possession of the COH at any HarrisLOGIC location.

iii. Protection of HOH and COH
Customer is responsible for the reasonable care and protection of any HarrisLOGIC owned product located at any Customer Location. In the event any HarrisLOGIC owned product is damaged during the course of the Agreement, or is returned damaged or defaced to HarrisLOGIC at the end of the Agreement, the Customer may be liable for replacement or repair fees for the damaged or defaced equipment. HarrisLOGIC is responsible for any co-located COH. In the event any COH is returned to Customer upon termination of this Agreement damaged or defaced as a result of acts or omissions by HarrisLOGIC, HarrisLOGIC may be liable for replacement or repair fees for the damaged or defaced equipment. This does not apply to hardware failure that occurs during the course of normal use.

iv. Maintenance of HOH Equipment
HarrisLOGIC, or its subcontractors, at HarrisLOGIC's expense will provide all ordinary maintenance and repair of the equipment. Customer shall not make unauthorized repairs or modifications to equipment nor remove any proprietary markings or identification tags. Without relieving Customer of its obligations under this document, Customer shall insure all such equipment as covered property under its policies of Insurance and name HarrisLOGIC as an additional insured.

v. Data Ownership
Customer retains its ownership rights to all data stored on the HarrisLOGIC servers created by Customer.

vi. Transfer of Data and Programs Upon Termination
Upon termination of the agreement between HarrisLOGIC and the Customer, HarrisLOGIC will transfer of any and all applications and data owned by the Customer. Migration of applications and data will be done at HarrisLOGIC's standard billing rates. The Customer is responsible for certifying the integrity of all applications and data upon completion of transfer. Furthermore, the Customer agrees to notify HarrisLOGIC in writing of any issues with the data within ten (10) days of receipt of the transferred data and that, thereafter, HarrisLOGIC shall be held harmless with respect to any other claims or issues. Customer is responsible for all shipping and media costs required to transfer Customer data.

15. No Solicit

While performance is occurring under the Agreement and for two (2) years after the completion of the Agreement, HarrisLOGIC and Customer agree not to solicit or hire the other's employees. If Customer violates this provision, HarrisLOGIC shall assert liquidated damages from Customer of 150% of annual compensation of the HarrisLOGIC employee hired by Customer. If HarrisLOGIC violates this provision, Customer shall assert liquidated damages from HarrisLOGIC of 150% of annual compensation of the Customer employee hired by HarrisLOGIC.

16. Enforcement Cost

In the event that Customer or HarrisLOGIC must use any form of legal action, including alternative dispute resolution, in order to enforce the Agreement, the non-prevailing party will pay to the prevailing party any and all cost of such enforcement including, but not limited to, reasonable attorney's fees.

17. Controlling Law

The Agreement will be interpreted and enforced pursuant to the laws of the State of Texas. If any section or paragraph of the Agreement should become, or be interpreted to be, of no effect, the remainder of the Agreement, as far as possible, will continue to be in full force and effect.

18. Entire Agreement

This Agreement constitutes the entire understanding between the parties. No employee, representative or agent of either party has any authority to bind the respective party to any modification to the Master Agreement unless specifically included as a written amendment executed by both parties.

19. Hold Harmless

i. By HarrisLOGIC
HarrisLOGIC hereby agrees to hold Customer harmless from and against all charges, actions, suits, allegations and/or any other assertions of damages, whether for direct, incidental, implied or consequential damages which may be claimed due to any alleged or actual infringement of any copyright or other intellectual property right arising from the use by Customer of HOH, HOS, HDS or other Services provided by HarrisLOGIC. HarrisLOGIC shall save harmless Customer, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and

expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of HarrisLOGIC or any of its employees and its agents and agents' employees in connection with the performance of services under this Agreement

ii. By Customer
Customer agrees to hold HarrisLOGIC harmless for any use by Customer and/or its employees that constitutes an illegal activity. Under no circumstances is HarrisLOGIC responsible for the status, altered or current, of any data stored or transmitted in any of its facilities. Customer shall save harmless HarrisLOGIC, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of Customer or any of its employees and its agents and agents' employees in connection with the performance of services under this Agreement

20. Confidentiality

i. Confidential Information
Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, technical information, business information and other information designated as confidential expressly or by the circumstances in which it is provided. Confidential Information does not include: (a) information already known or independently developed by the recipient; (b) information in the public domain through no wrongful act of the recipient; or (c) information received by the recipient from a third party who was free to disclose it.

ii. Covenant Not to Disclose
Unless either party is required by court order, pursuant to a ruling by the Texas Attorney General or by law, with respect to the other party's confidential Information, the recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such confidential information to any person or entity, except to its own employees having a "need to know" (and who are themselves bound by similar nondisclosure restrictions), and to such other recipients as the other party may approve in writing; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other party any proprietary, copyright, trademark or trade secret legend. Each party shall use at least the same degree of care in safeguarding the other party's confidential information as it uses in safeguarding its own confidential information, but in no event shall less than due care be used.

iii. Password
For certain Services, HarrisLOGIC shall issue a password to Customer to preserve confidentiality. Customer is responsible for protection of the password and agrees HarrisLOGIC is not responsible for any damages resulting from an account password compromised by Customer. HarrisLOGIC agrees not to cause a breach of the confidentiality of information passing through its Services, except by court order, but reserves the right to view confidential information only when necessary to troubleshoot and correct any network/hardware problems associated with the Customer's device(s).

iv. Protection of Patient Health Information (PHI)
With regard to the use and/or disclosure of PHI, HarrisLOGIC and Customer agree to:
(a) not use or disclose PHI other than as permitted or required by this Agreement or

by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement or law; and (c) ensure that any agents and subcontractors agree to these same restrictions and conditions.

v. Texas Public Information Act

To the extent, if any, that any provision in this Agreement 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 Customer, 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 Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, 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 Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

21. Web Content

The Customer represents to HarrisLOGIC and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished HarrisLOGIC for inclusion in Web pages are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements, and will hold harmless HarrisLOGIC from any claim or suit arising from the use of such elements furnished by the Customer.

22. Taxes

Customer will pay all applicable sales and use taxes to the extent it is not exempt from the same. It is acknowledged that Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided upon request.

23. Assignment

Unless otherwise agreed in writing, neither this Agreement nor any of the rights or obligations hereunder may be assigned, delegated or otherwise transferred by Customer without the prior written consent of HarrisLOGIC. Services are for the Customer's internal use only and may not be transferred or assigned to third parties without HarrisLOGIC's prior written consent and any attempt to the contrary shall be void. HarrisLOGIC shall not deny any reasonable request for Customer's transfer or assignment. Under no circumstances shall Customer resell or redistribute this Agreement or the Services provided hereunder. Customer acknowledges and agrees that HarrisLOGIC may assign or collaterally assign, in whole or in part, its rights, interests and obligations hereunder without limitation to any of its affiliates, any party providing financing to HarrisLOGIC and any successor or assign of HarrisLOGIC or such financing party without the consent of Customer. Customer agrees that the holder of any security interest shall not be prevented or impeded by Customer from enforcing such security interest and shall not terminate this Agreement without the prior written consent of the assignee. Customer shall execute all consents to assignment and/or acknowledgements of any security interest as are requested by HarrisLOGIC to give effect to the foregoing. Such acknowledgements may contain an Agreement to allow the holder of such security interest to cure defaults by HarrisLOGIC under this Agreement and consent to allow the assignment to the

successors-in-interest of the holder of such security interest. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

24. Ownership Interests

i. Web Content
HarrisLOGIC is not transferring to Customer any ownership interest or security interest in the HOH, HOS or HDS. Copyright to the finished assembled work of Web pages produced by HarrisLOGIC is owned by HarrisLOGIC. Upon payment for web development Services, the Customer is assigned rights to use as a Web site the design, graphics, and text contained in the finished assembled Web site. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the Customer, and remain the property of their respective owners.

ii. Proprietary Data Rights
HarrisLOGIC agrees that all Customer data received, computed, developed, used or stored pursuant to this Agreement shall remain the exclusive property of the Customer and that immediately upon termination of this Agreement, all such data shall be furnished to Customer in machine readable form without additional charge, except for reasonable processing, material and labor costs, provided Customer is current in its payment of all amounts due hereunder.

iii. Proprietary Software Rights
All software supplied by HarrisLOGIC shall be governed by the terms and conditions of the original Third Party Vendor license Agreement pertaining thereto. In the event such software is proprietary to HarrisLOGIC, the Customer is granted the nonexclusive right and license for the term of this Agreement to use the software in object code form in connection with the Services provided under this Agreement and for no other purpose. Customer shall not attempt to copy or in any way, alter, re-engineer or otherwise tamper with any such software; or reverse engineer, disassemble or decompile any such software. Customer may not assign, transfer or sublicense this license without HarrisLOGIC's prior written consent and any attempt to the contrary shall be void. Unless otherwise agreed to in writing, any specially ordered software or modifications developed by HarrisLOGIC at Customer's request shall be owned exclusively by HarrisLOGIC and Customer shall receive a nonexclusive license conferring rights and obligations equivalent to those provided for other HarrisLOGIC-supplied software, as described in the first sentence of this Subsection.

25. Site

Customer agrees that if the Site must be changed, HarrisLOGIC will be reimbursed for all of HarrisLOGIC's reasonable costs to do the work required to make that change.

26. Disaster Recovery

In the event of a disaster or catastrophe to HarrisLOGIC's Data Center such that Services are not available to Customer, HarrisLOGIC shall employ its best commercial effort to restore operations. HarrisLOGIC shall dedicate all available resources around the clock until operations are restored. HarrisLOGIC's actions shall include but not be limited to procurement of replacement hardware and software, configuration and setup, installation, recovery from data backups, emergency Internet connections, and use of wireless technology for connectivity.

27. Insurance

HarrisLOGIC agrees to obtain, and keep in force, property insurance on the HOH but Customer agrees that the existence of this insurance does not relieve Customer of its obligation to reimburse HarrisLOGIC for any damages to the HOH that occur as a result of the acts or omissions of Customer. Customer agrees to obtain and keep in force property insurance on any co-located COH and HarrisLOGIC agrees that the existence of this insurance does not relieve HarrisLOGIC of its obligation to reimburse Customer for any damages to any co-located COH that occur as a result of the acts or omissions of HarrisLOGIC. Customer and HarrisLOGIC agree to maintain adequate insurance protection covering their workers and their respective activities, including statutory workers' compensation, comprehensive general liability for bodily injury and property damage, as well as adequate coverage for vehicles and other pertinent coverage.

28. Force Majeure

HarrisLOGIC will not be liable to Customer for HarrisLOGIC's failure to perform under the Agreement if the failure to perform is due to war, rebellion, civil commotion, strikes, lock-outs, industrial disputes, fire, explosions, earthquakes, acts of God, flood, drought or act or order by any government department, council or other duly constituted body. Should HarrisLOGIC's Services to customer be interrupted for more than 10 consecutive days due to any of the events or circumstances described in this Section, Customer may terminate this Agreement under the Termination for Default provisions of this Agreement.

29. Credit Approval

This Agreement and HarrisLOGIC's provision of Services hereunder are subject to approval by HarrisLOGIC pending completion of its credit review procedures. Customer acknowledges that HarrisLOGIC reserves the right to withhold provision of Services pending satisfactory credit approval.

30. Customer Contacts

The individuals listed below shall serve as HarrisLOGIC's Contacts for the Services. These contacts will receive notifications from HarrisLOGIC pertaining to the Services and will perform administrative duties pertaining to Customer's user accounts. HarrisLOGIC will attempt to contact up to two (2) people in the event of a device failure or non-response to electronic queries. HarrisLOGIC will attempt to contact each person via email and via a phone call. In the event both persons are unavailable, it is the Customer's responsibility to ensure an alternate contact is available to answer the primary or secondary contacts email and/or phone/pager.

Contacts

Name:	Annie Burwell
Email Address:	aburwell@wilco.org
Phone Number:	(512) 943-3544
Pager Number:	

Name:	Kathy Grimes
Email Address:	kgrimes@wilco.org
Phone Number:	(512) 260-4280
Pager Number:	

31. Notices

Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been given if: (i) delivered personally; (ii) mailed by registered air mail postage prepaid; or (iii) sent by facsimile or electronic mail followed by a hard-copy confirmation, to the respective addresses of the parties set forth below or as may be designated by the like notice from time to time.

If to HarrisLOGIC:

        HarrisLOGIC
        Attn: Director
        319 Consort Drive
        Ballwin, MO 63011

If to Customer:

Customer:	Williamson County Outreach Department
Attn:	Annie Burwell, LBSW
Address:	323 W. 8th Street
City:	Georgetown
State:	TX
ZIP Code:	78626

32. Relationship of the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

33. No Waiver of Immunities

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

34. Customer Right to Audit

HarrisLOGIC agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of HarrisLOGIC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HarrisLOGIC agrees that County shall have access during normal working hours to all necessary HarrisLOGIC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give HarrisLOGIC reasonable advance notice of intended audits.

35. Authority to Execute

Customer and HarrisLOGIC warrant that those parties executing the Agreement have all necessary corporate and other authority required to enter into the Agreement.

HARRISLOGIC, INC.   CUSTOMER: WILLIAMSON COUNTY, TEXAS

_____   _____ 7-10-08
Signature   Date   Signature   Date

_____   Judge Dan A. Gattis, Williamson County Judge
Printed Name   Title   Printed Name   Title