



a Wolters Kluwer business

**CCH TeamMate Order Form**

ORDER #:

The Software, Support and related Services described herein are provided under the CCH TeamMate Global License, Support and Services Agreement ("Agreement") dated May 12, 2010 incorporated herein by reference and located at: <http://cchgroup.com/teammate/glssa>. By execution of this Order Form, you are hereby agreeing to be bound the terms of the Agreement. This Order Form may contain additional terms and conditions which are not inconsistent 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, shall be as defined in the Agreement.

**Part A - License Information**

Effective Date	6/1/10	The Software warranty period and one year initial Support period will start when Licensee downloads, receives delivery or installs the Software or, if earlier, the date designated here.
Number of Users	9 users	Please select the range for the number of Users of the Software. The user range is generally based on the department size, but also includes any Affiliate or Third Party Service Provider who Uses the Software.
License Fee	\$28,350	License Fees are based upon the number of Users. Please select the license fee that corresponds to the number of Users indicated.
TeamMate EWP Implementation	\$ 3,000 (b)	The purchase of one day of on-site TeamMate EWP implementation consulting is mandatory. This consulting is designed to help you align TeamMate EWP with your existing methodology and includes training on building TeamStores and Libraries. The cost for TeamMate EWP Consulting is \$3,000 per day plus expenses.

**Additional Services**

Item	Description	Cost Per Day	Number of Days	Total Cost
Additional TeamMate EWP Implementation	Depending on the size of your audit department and complexity of your audit methodology, we recommend additional days of implementation consulting.	\$3,000		\$0 (c)
TeamMate EWP Hands-on Training	Instructor led training on TeamMate EWP. This one day course covers complete TeamMate EWP usage for all staff levels. Classes are limited to 20 students per class.	\$3,000	1	\$3,000(d)
TeamMate Installation Services	On-Site Installation of TeamMate Suite. Attendees typically are IT personnel and technical implementation members.	\$2,500		\$0 (e)
TeamMate Installation Services	Remote Installation of TeamMate. Attendees typically are IT personnel and technical implementation members.	\$1,875	1	No Charge(f)
TeamRisk Implementation	Hands on training for TeamRisk. This training is targeted for those responsible for the annual risk assessment and includes initial set up consulting for your risk assessment. Two to three days are recommended.	\$3,000	1	\$3,000 (e)
TeamSchedule Implementation	Hands on training for TeamSchedule. This training is targeted for those responsible for scheduling resources on audits. This training includes initial set-up consulting. Two days are recommended.	\$3,000	1	\$3,000 (f)
TeamMate TEC Implementation	Hands on training for TeamMate TEC. This training is geared towards reviewing functionality and setting up the initial preferences and rules. This training includes initial set-up consulting. One day is recommended.	\$3,000	Included in TeamSch	\$0 (g)
TeamCentral Implementation	Hands on training for TeamCentral. This training is targeted for those responsible for monitoring of recommendation implementation, project tracking and reporting. This training is geared towards reviewing functionality and setting up the initial preferences and rules. One to two days are recommended.	\$3,000	1	\$3,000(h)

Training class size is limited to 20 attendees.





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Total Cost	Total of (a) - (h)	Travel and other out-of-pocket expenses will be billed separately.	\$ 43,350
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**Cancellation Notice:** There is a 25% per day cancellation fee for cancellation of any course or consulting within 3 weeks of the scheduled date.

**Maintenance.** Support is provided at no additional charge to Licensee during the twelve (12)-month period following the Effective Date. The Support Fee is presently set at twenty percent (20%) of the then current License Fee. The License Fee and the Support Fee for future periods are subject to change by Licensor without prior notice.

**Part B - Payment Information**

<input type="checkbox"/> Bill me at address in Part D	<input type="checkbox"/> Purchase Order Number _____
<input type="checkbox"/> Enclosed is my Check	Check Number: _____ Check Amount: _____

<input type="checkbox"/> Charge By:	<input type="checkbox"/> Visa	<input type="checkbox"/> MC	<input type="checkbox"/> Amex	<input type="checkbox"/> Discover
Credit Card Number	Expiration Date:			
Card Holder Name	Signature			
Card Holder Address				ZIP

☐ Tax exempt or direct pay permit documentation submitted

**Special Instructions:**

Pricing is valid thru December 31, 2010; GLSSA Sec 14.1 and Sec 14.3 is NY; On-site services are to be billed after services are performed; Remote IT Installation Services provided at no charge provided order is processed no later than May 19, 2010. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County 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 County in accordance with Texas Government Code Section 2251.025.

**Part C - Licensor Information**

Organization:	CCH, Incorporated	Contact Name:	
Address:	2700 Lake Cook Road	Title:	
City:	Riverwoods		
State:	IL	Zip Code:	60015
E-mail Address:			

**Part D - Licensee Information**

Organization:	Williamson County Texas	Contact Name:	Kathy Wierzowiecki
Address 1:	710 S. Main St., Suite 301	Title:	Director, Internal Audit
Address 2:		Phone Number:	(512) 943-1556
City:	Georgetown	Fax Number:	
State:	TX	Zip Code:	78626
E-mail Address:	kathyw@wilco.org		

**Software Delivery Address (Complete only if different from above) OR**

Check ☐ If Software is to be Downloaded by Licensee from Licensor FTP Site:

Contact Name:		Title:	
Address 1:		Phone Number:	
Address 2:		Fax Number:	
City:			
State:		Zip Code:	
E-mail Address:			



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## CCH TeamMate Order Form

ORDER #: \_\_\_\_\_

Licenser Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Licensee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

CCH USE ONLY:

DATE: 5/12/10\_\_ REP (DIV/TER): 14-52\_\_ EXT: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

COP Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address: Please forward completed Order to Amy Kean, via fax (877-869-2081 or email @ [amy.kean@wolterskluwer.com](mailto:amy.kean@wolterskluwer.com) for processing.



Date May 12, 2010

Dear .....

Williamson County  
~~Company Name~~ (including all of its subsidiaries, divisions and other affiliates, the "Company") and CCH Incorporated, a Delaware corporation ("CCH"), have expressed preliminary interest in a possible transaction involving the licensing by CCH to Company the use of TeamMate, a Windows-based electronic audit management software system. The Company and CCH are willing to furnish each other with certain information that is confidential, proprietary or generally not available to the public, subject to the terms of this letter agreement, to assist the other in making an evaluation (the "Evaluation") with regard to such a potential transaction ("Transaction").

As a condition of, and in consideration of, each of the Company and CCH (sometimes referred to in the singular as "each of us," "either of us" or a "party" and collectively as the "parties") furnishing Information (as defined herein) to the other, we agree as follows:

1. Our Status. Each of us hereby confirms to the other that, in connection with our receipt of any Information, the Evaluation and any Transaction, each of us is acting solely as principal and not as a finder or agent for any other person.

2. Nondisclosure, Nonuse and Ownership.

(a) Each of us (i) will keep all Information of the other in confidence and not disclose it, and (ii) will use and permit the use of Information provided by the other solely for purposes of its Evaluation.

(b) Each of us, however, may disclose Information to those of our respective Representatives who are assisting with the Evaluation and who reasonably need to know such Information. Each of us will (i) inform our respective Representatives receiving Information of the confidential nature of the Information and of this letter agreement, (ii) direct our respective Representatives to treat the Information confidentially and not to use it other than as required to perform the Evaluation and (iii) be responsible for any improper use or disclosure of any Information by us or any of our respective Representatives (including, without limitation, any such Representatives who, subsequent to the first disclosure of Information by the other, become former Representatives).

(c) As between the parties hereto, all Information is and shall remain the exclusive property of the party making it available hereunder. Without limiting the generality of the foregoing, the party receiving any such Information does not and will not by this letter agreement or by any disclosure hereunder or otherwise, acquire any license, right to use or any other right, title or interest in or to any patent, copyright, trademark, service mark, trade or product name, logo or other intellectual property right

of the party supplying such Information, but acquires only the right to review Information as part of its Evaluation in accordance with and subject to the terms and conditions of this letter agreement.

(d) Without the express prior written consent of the other, neither of us will, or will permit any of our respective Representatives to, disclose to any person any information with respect to (i) the fact of our receipt of or access to any Information, (ii) the fact, nature or status of any discussions between us, or (iii) any other facts or information with respect to the nature, terms or status of any Transaction. As the only exception to the foregoing, disclosure of any of the foregoing may be made as and to the extent required by law (which shall include any applicable requirements of the Securities and Exchange Commission or any other domestic or foreign governmental agency responsible for securities law regulation and compliance or any stock market/stock exchange on which a party's securities are listed).

(e) Notwithstanding anything to the contrary contained in this letter agreement, the parties agree that neither this letter agreement nor any provision by either party to the other of any Information shall preclude or limit either party's right and ability to: (i) develop or have developed for it products or services that compete with the products or services of the other, provided such products or services were independently developed without use of the other party's Information; or (ii) respond to inquiries from, solicit business with or from, enter into business discussions with, offer to sell or sell products or services to (or, in the case of vendors or prospective vendors, offer to buy or buy products or services from) or otherwise engage in business relations with any customers, vendors or prospects of any nature whatsoever, whether or not customers, customer prospects, vendors or vendor prospects of either party on or before the date of this letter agreement.

3. Compelled Disclosure. If either of us or any of our respective Representatives are requested or required (as by subpoena, civil investigative demand or similar process) to disclose any Information, the party so requested or required will promptly notify the other to permit the other party to seek a protective order or take other appropriate action. In such circumstances, the party from whom Information is requested or required will participate in the other party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Information. If, in the absence of a protective order, either of us or our respective Representatives are, in the written opinion of our respective counsel addressed to the other party, compelled as a matter of law to disclose the Information, then the party so compelled may disclose to the party compelling disclosure or as it orders only that part of the Information as is required by law to be disclosed and will use reasonable efforts to obtain confidential treatment there for.

4. Treatment of Information. Upon the termination of the Evaluation by either of us or the discontinuation of any discussions between us, or at any other time upon the other party's request, each of us will return or cause our respective Representatives to return to the other or, at the election of the party holding the other party's Information, destroy all tangible Information provided by or on behalf of the other and all Information prepared by the recipient party or its Representatives. Such destruction or return will be confirmed by each party in writing to the other party. Notwithstanding anything to the contrary contained herein, (i) a single copy of any documents or other tangible materials containing or reflecting Information may be retained in the files of the recipient party's attorney, held subject to the confidentiality and nondisclosure terms of this letter agreement, for the purpose of later establishing the content of the Information; and (ii) the recipient party shall not be required to destroy copies of any computer records or files containing Information which have been created pursuant to any automatic archiving or backup procedures which cannot reasonably be deleted; provided that such receiving party shall not access any such records or files following its destruction of the Information.



5. Exceptions. This letter agreement will not apply to any portions of Information which: (a) are or become generally available to the public through no direct or indirect act or omission by the recipient or any of its Representatives; (b) are already known by, or are or become lawfully available to, the recipient of Information from a source, other than the disclosing party or its Representatives, which the recipient reasonably believes is not prohibited from disclosing such portions to the recipient by any contractual, legal or fiduciary obligation; or (c) were or are independently developed by the recipient or its Representatives without any use of or reliance on any Information of the disclosing party.

6. Contacts. Each of us and our respective Representatives will address our requests for any Information, and all other inquiries between us otherwise relating to the Evaluation or any Transaction, only to the persons each of us has designated as authorized contact persons. Except with the prior written consent of the other party, neither of us nor any of our respective Representatives will contact any nondesignated Representatives of the other.

7. No Warranty of Accuracy. Each of us will endeavor to include in the Information certain materials we believe to be relevant for Evaluation. Each of us, however, acknowledges and agrees that neither the other party hereto nor any of its respective Representatives makes any representation or warranty as to the accuracy or completeness of any furnished Information. Each of us further agrees that neither party hereto nor any of its respective Representatives will have any liability to the other or its Representatives resulting from use of the Information by the recipient or any of its Representatives.

8. Certain Obligations Only on Execution and Delivery of Definitive Agreement. No agreement providing for any Transaction will be deemed to exist unless and until a Definitive Agreement has been duly executed and delivered by each of us. Unless and until a Definitive Agreement has been so executed and delivered, neither of us nor any of our Representatives has any legal obligation of any kind to the other party or its Representatives with respect to any Transaction because of this letter agreement or any other written or oral indication of assent or other expression with respect to any Transaction, except, in the case of this letter agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term "Definitive Agreement" does not include a letter of intent or any other preliminary written agreement, whether or not executed, nor does it include any actual or purported written or verbal acceptance of any offer or bid.

9. General Provisions.

(a) No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. This letter agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) The parties agree that money damages alone would not be an adequate remedy for any violation of the terms of this letter agreement. Accordingly, each of us will be entitled to specific performance and injunctive relief as remedies for any violation hereof, in addition to all other remedies available at law or in equity.

(c) This letter agreement shall be effective as of the date first written above and shall remain in effect until the earlier of (i) the closing of any Transaction between the parties hereto or (ii) the date which is one (1) year after the effective date hereof. This letter agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflicts of laws principles.

(d) Each party will be responsible for all fees, costs and expenses incurred by or on behalf of such party or any of its Representatives in connection with such party's receipt and review of any Information, its Evaluation and any Potential Transaction.

10. Certain Definitions. As used in this letter agreement: (a) the term "person" means a natural person, corporation, limited liability company, partnership, association, governmental agency or other entity, and an "affiliate" of a specified person means a person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the person specified; (b) the term "Information" means all information previously or hereafter furnished, disclosed or otherwise made available by either party or its Representatives to the other or its Representatives in connection with the Evaluation, regardless of whether provided in writing, verbally, by electronic or other data transmission or in any other form or media whatsoever or obtained in the context of any on-site visits to the Company or CCH, together with all written, electronic or other reports, materials or records prepared by or for the recipient thereof or any of its Representatives derived from or incorporating, in whole or in part, such information of the other party; and (c) any director, officer, employee, agent, lender, partner or representative, including, without limitation, any accountant, attorney or financial advisor, of a person is herein referred to as such person's "Representative."

Please sign below to indicate your acceptance of and agreement with the foregoing, and return one copy, at which time this letter agreement will become the binding obligation of each of the undersigned.

**CCH INCORPORATED**

By: 

**ACCEPTED AND AGREED as of the date written above:**

[COMPANY NAME]

By: 

Name: David U. Flores

Title: County Auditor

The parties hereto agree to the terms set forth in the attached Exhibit "A", which said exhibit shall be incorporated herein for all purposes.



## EXHIBIT "A"

By their signatures to the Letter Agreement that immediately precedes this Exhibit "A", Company and CCH agree to add the following provision to the Letter Agreement:

**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 Company, 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 Company as to whether or not the same are available to the public. It is further understood that Company's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Company, 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 Company by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas. Company will follow the requirements of the Public Information Act and notify CCH of any information requests relating to information about CCH and provide CCH with ample opportunity to brief the Texas Attorney General on why such information should not be disclosed under the Public Information Act.