

# CONTACT ONE

Reducing Response Times<sup>SM</sup>

## MapSAG<sup>TM</sup> SOFTWARE END-USER LICENSE AGREEMENT

This License Agreement is between Contact One, Inc., a Texas Corporation ("Contact One" or "Licensor") and Williamson County, a political subdivision of the State of Texas ("Licensee" or "Customer").

CONTACT ONE'S PROGRAM IS COPYRIGHTED AND LICENSED (NOT SOLD). CONTACT ONE DOES NOT SELL OR TRANSFER TITLE OF THE LICENSED PROGRAM TO THE LICENSEE. NO LICENSE SHALL COMMENCE UNTIL THE LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF CONTACT ONE HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF THE SAME.

### 1. **Definitions** (as used in this agreement):

1.1 **"Licensed Programs"** shall mean: (i) all of the computer program(s) specified on Schedule A to this Agreement, consisting of a series of instructions or statements in machine readable object code form; (ii) any revisions or updates provided by Contact One to the Licensee, pursuant to the terms of this Agreement; and (iii) any Program Documentation as defined herein.

1.2 **"Documentation"** shall mean any materials related to the Licensed Programs and provided by Contact One for use in connection with the Licensed Programs.

1.3 **"Designated Equipment"** shall mean the computer equipment specified on Schedule A to this Agreement, if any, or such additional equipment as the parties may designate in writing from time to time.

1.4 **"Designated Site"** shall mean the facility or facilities specified on Schedule A, or any other facility as the parties may designate in writing from time to time.

1.5 **"Use"** shall mean copying all or any portion of the Licensed Program from storage units or media into the Designated Equipment and/or transmitting the Licensed Programs to the Designated Equipment for the purpose of processing the instructions or statements contained in the Licensed Programs.

2.6 **"Agreement"** shall mean this document and all of the annexed schedules, exhibits, and appendices, together with any future written and executed amendments.

### 2. **License Grant**

2.1 **Machine/Site License.** Subject to the following terms and conditions, Contact One hereby grants to the Licensee, and the Licensee accepts, a non-

transferable and non-exclusive license to use, as defined herein, the Licensed Programs solely for processing data relating to the internal operations of the Licensee and solely on the Equipment located at the Designated Site(s) in which the software was originally installed. A separate license fee must be negotiated for use of the Licensed Programs on any other equipment and/or at any other site other than the location in which the software was originally installed.

**2.2 Affiliate Use.** The Licensee shall have the right to use the Licensed Programs for the internal requirements of its affiliates. The Licensee's "affiliates" are specified in Schedule A and shall be limited to government or quasi-government entities that control or are controlled by the Licensee.

**2.3 Transfer to New Equipment or New Site.** In the event the Licensee desires to transfer the operation of the Licensed Programs to equipment at a Designated Site other than Designated Equipment or to a site other than a Designated Site, the Licensee shall request prior written approval from Contact One, whose consent shall not be unreasonably withheld.

**2.4 Temporary Use.** A separate license is required for any equipment other than Designated Equipment on which any Licensed Programs, in machine-readable form, will be used. However, any license granted under this Agreement for the Designated Equipment may be temporarily transferred to back-up equipment if the Designated Equipment is inoperative due to malfunction, or during the performance of preventative maintenance, engineering changes, or changes in features or model, until the Designated Equipment is restored to operative status and the processing of the data already entered into the back-up equipment is completed.

**2.5 Adaptation of Licensed Programs.** The Licensee may adapt any Licensed Programs, in machine-readable form, for its own use and merge it into other program material to form a composite work, provided, however, that upon termination of this Agreement or discontinuance of the license for such Licensed Programs, it shall completely remove all Licensed Programs and modifications thereof from such works and deal with such works under this agreement as if permission to modify had never been granted. Any portion of any Licensed Programs included in any such work shall be used only on Designated Equipment and shall remain subject to all other terms of this Agreement.

### **3. Use Restrictions**

**3.1 Copies.** The Licensee shall not copy, in whole or in part, any Licensed Programs which are provided by Contact One in machine-readable form except (i) for use by the Licensee with the Designated Equipment; (ii) to understand the contents of such machine-readable material; (iii) to modify the Licensed Programs as provided herein; (iv) for back-up purposes; or (v) for archive purposes, provided, however, that in no event shall the Licensee cause or permit more than

one (1) copy of the Licensed Programs to be in existence under any license at any one time without the prior written consent of Contact One.

**3.2 Ownership of Copies.** The original and any copies of the Licensed Programs, in whole or in part, which are made by Contact One or the Licensee or otherwise, shall remain at all times the sole and exclusive property of Contact One. Each Licensed Program copy shall conspicuously bear the following notice:

This copy of MapSAG™ is the property of Contact One, and is protected under the copyright, trade secret, and confidentiality laws of the United States.

The provisions of this clause shall apply to all Licensed Programs, including but not limited to, programs, manuals, instructional materials, and all other documentation provided by Contact One.

**3.3 Records and Inspection.** The Licensee shall keep a record of each copy of the Licensed Program made, where such copy is located, and in whose custody it is. In order to assist Contact One in the protection of its proprietary rights with respect to the Licensed Programs, Contact One shall have the right to inspect, during regular business hours and upon reasonable prior notice, the facility(ies) at which the Licensed Programs are used, the facility(ies) at which the Licensed Programs are stored, and the records of copies made.

**3.4 Reverse Engineering Prohibited.** The Licensee shall not have the right under this Agreement: (i) to reverse engineer, decompile, disassemble, re-engineer, or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Licensed Programs or their structural framework; or (ii) to use the Licensed Programs, in whole or in part, for any purpose except as expressly provided under this Agreement.

**3.5 Third Party Use Restrictions.** The Licensee's use or disclosure of the Licensed Programs is restricted solely to employees of the Licensee and, with the prior written consent of Contact One, to consultants selected by the Licensee.

**3.6 Modifications Prohibited.** The Licensee shall not modify, enhance, or otherwise change the Licensed Programs without the prior written consent of Contact One. The Licensee agrees that a modification or enhancement to the Licensed Programs developed by the Licensee with or without advice or support by Contact One, or by Contact One for the Licensee, whether or not reimbursed by the Licensee and whether or not developed in conjunction with the Licensee's employees, agents, or contractors, shall be the exclusive property of Contact One. The Licensee further agrees that modified or enhanced versions of the Licensed Programs do not constitute a program different from the Licensed Programs and, as such, fall under the other terms and conditions of this Agreement.



3.7 **Assignment Prohibited.** The Licensee's rights under this Agreement to the Licensed Programs shall not be assigned or licensed by the Licensee without the prior written approval of Contact One.

#### 4. **Nondisclosure and Security**

4.1 **Confidentiality.** Contact One and the Licensee shall each hold in confidence and not disclose (except on a confidential basis to their employees who need to know and who are bound in writing to preserve the confidentiality hereof, or except where pursuant to a court order or subpoena) all proprietary information received from the other party in the same manner and to the same extent as it holds in confidence its own proprietary information, and shall not use any such proprietary information except for purposes contemplated by this Agreement.

4.2 **Non-Confidential Information.** Notwithstanding the foregoing, Proprietary Information shall not include any information that: (i) is or becomes part of the public domain through no act or omission on the part of the receiving party; (ii) is in the receiving party's possession, as evidenced in writing, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iii) is released from confidential treatment by written consent of the disclosing party; (iv) is disclosed to the receiving party by a third party with the legal right to do so; or (v) is required to be disclosed pursuant to any legal proceedings or otherwise by law.

4.3 **Security of Licensed Programs.** The Licensee shall take all reasonable steps to safeguard the Licensed Programs so as to ensure that no unauthorized person shall have access to them and that no persons authorized to have access shall make any unauthorized copy. The Licensee shall promptly report to Contact One any unauthorized disclosure or any use of any Licensed Programs of which it becomes aware and shall take such further steps as may reasonably be requested by Contact One to prevent unauthorized use thereof.

4.4 **Copyright Notice.** All forms of the Licensed Programs (including without limitation magnetic media containers and/or printed listings) and all media used with the Licensed Programs and all modifications by the Licensee shall bear an appropriate copyright and proprietary notice specified by Contact One.

4.5 **Removal of Notice Prohibited.** The Licensee shall not alter, obscure, or remove the copyright, trade secret, patent, proprietary, and/or legal notices contained on or in copies of the Licensed Programs. The existence of any such copyright notice on the Licensed Programs is not intended as an admission, nor should it be deemed to create a presumption, that publication of such materials has occurred.

## 5. Payment

5.1 **Maintenance Fee and Other Charges.** For the rights and privileges granted herein, the Licensee shall pay to Contact One a non-refundable fee as specified in Attachment B.

5.2 **Payment Due Date.** Licensee's payment for goods shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Licensee 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 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. 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, Licensee shall notify Contact One of the discrepancy. Following Licensee's notification of any discrepancy as to an invoice, Contact One must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Licensee shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Licensee'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 (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5.3 **Late Payments.** See 5.2 above.

5.4 **Taxes.** Licensee 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 Licensee. Exemption certificates will be provided to contractors and suppliers upon request.

5.5 **Out-of-Pocket Expenses.** The Licensee shall also reimburse Contact One for all travel and subsistence and other reasonable, documented expenses incurred by Contact One for services rendered under this Agreement, unless expressly stated otherwise elsewhere in this Agreement; provided, however, Contact One shall obtain approval from Licensee prior to incurring any travel and subsistence and other reasonable expenses. All daily charges and out-of-pocket expenses shall be invoiced and shall be paid as set forth in 5.2 above.

6. **Term of License.** The license granted under this Agreement to the Licensed Programs shall be in effect from the date of installation and shall remain in effect for a term of five (5) years or until Contact One terminates the license by reason of the Licensee's failure to comply with any of the terms and conditions stated herein or unless this Agreement is otherwise terminated as set forth herein.

7. **Delivery and Installation**

7.1 **Delivery.** The required copies of the Licensed Programs in machine-readable form shall be delivered in accordance with Schedule B, subject to conditions beyond Contact One's control. Program storage media (CD-ROMs, disks, and the like) and shipping (if any) shall be provided at no charge by Contact One. Contact One shall also deliver with the Licensed Programs documentation relating to installation, testing, and operation of the Licensed Programs on the Designated Equipment.

7.2 **Installation.** Contact One will deliver the Licensed Programs and any applicable Program Documentation, install the Licensed Programs, and train the Licensee's designated employees, all at Contact One's current standard rates, or as otherwise provided in this Agreement.

7.3 **Acceptance.** The Licensed Programs are deemed accepted by the Licensee when Contact One has installed the Licensed Programs on the Designated Equipment, and these Licensed Programs perform in accordance with representations of Contact One.

7.4 **Risk of Losses.** If any Licensed Programs are lost or damaged during shipment, Contact One shall replace it together with necessary program storage media at no additional charge to the Licensee. If any Licensed Programs are lost or damaged while in the possession of the Licensee, Contact One will replace the Licensed Programs for a reasonable fee, if any.

8. **Acceptance and Testing**

8.1 **Test by Licensee with Live Data.** After Contact One has installed the Licensed Program, the Licensee shall have a period of thirty (30) days from the date of installation to verify that the Licensed Programs substantially perform to any provided Program Documentation. In the event that the Licensee determines that the Licensed Program does not satisfy such criteria, the Licensee shall so notify Contact One in writing, and Contact One shall use its best efforts to modify or correct the Licensed Program so that the Licensed Program shall satisfy such criteria. Date of Acceptance will be upon: (i) notice by the Licensee of completion and acceptance testing, or (ii) the 31<sup>st</sup> day after delivery provided the Licensed Programs are then performing in accordance with representations of Contact One, whichever is sooner.



**8.2 Licensee Responsibilities.** The Licensee shall be exclusively responsible for the testing, supervision, management, and control of its use of the Licensed Program, including, but not limited to: (1) assuring proper machine configuration, audit controls, and operating methods; (2) establishing adequate back-up plans, based on alternative procedures and access to qualified programming personnel; and (3) implementing sufficient recovery procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart recovery in the event of malfunction. Upon written request, Contact One will assist the Licensee in the testing of the Licensed Program and training the Licensee's designated employees. Such assistance and training may require additional financial arrangements unless otherwise stated in this Agreement and/or specified in Schedule B of this Agreement.

## **9. Services**

**9.1 Training.** Contact One will provide training as necessary and for a fee. Upon written request by the Licensee, Contact One will provide additional training at its current standard rates.

**9.2 Maintenance.** For maintenance other than the maintenance being provided hereunder, concurrent with the execution of this Agreement, Contact One and the Licensee shall enter into Contact One's software maintenance agreement. All revisions, updates, maintenance, and support of the Licensed Programs shall be provided to the Licensee only pursuant to the agreed-upon terms. In no event shall Contact One be under any obligation to revise or update the Licensed Programs or to maintain or support them in the event of a termination of this Agreement or a lapse in payment for maintenance.

**9.3 Consulting Services.** Upon request by the Licensee, Contact One will provide programming, project management, consulting, and other related services. The scope and charges for such services shall be specified when requested by the Licensee.

## **10. Ownership**

**10.1 Licensed Program.** Subject to the rights granted to the Licensee pursuant to this Agreement, all rights, title, and interest in and to the Licensed Program and all related materials are and shall at all times remain the sole and exclusive property of Contact One. Contact One may use, sell, assign, transfer, and license copies of and rights relating to the Licensed Program to third parties free from any claim of the Licensee.

**10.2 Third Party Programs.** For all purposes under this Agreement, Contact One shall be considered the owner of the Licensed Programs, subject to and under the terms of Contact One's license agreements with third party program

vendors, if any, and of all copyright, trade secret, patent, and other intellectual property rights therein. Physical copies of the Licensed Program (in diskette, tape or other form provided by Contact One) and any Program Documentation shall remain the property of Contact One, and such copies shall be deemed to be on loan to the Licensee during the term of the license granted pursuant to this Agreement.

## **11. Licenser Warranties**

**11.1 Right to Grant License.** Contact One warrants that it has the right to grant a license to the Licensed Programs to the Licensee.

**11.2 Performance of Licensed Program.** Contact One represents and warrants that the Licensed Program will at the time of delivery and for a period as set forth conform to the documentation provided by Contact One when given normal, proper, and intended usage.

**11.3 Lack of Viruses.** Contact One further represents and warrants that the Licensed Programs delivered by Contact One will not corrupt the Licensee's data nor introduce any viruses into the Licensee's network.

**11.4 Disclaimer of Licensee's Needs.** Contact One does not warrant that the Licensed Program will meet the needs of the Licensee.

**11.5 Repair or Replacement.** Contact One shall have no obligation to make repairs or replacements to the extent such repair or replacement shall result, in whole or in part, from catastrophe, fault, or negligence of the Licensee, or from improper or unauthorized use of the Licensed Program, or use of the Licensed Program in a manner for which they were not designed, or by causes external to the Licensed Program such as, but not limited to, power failure or electric power surges.

**11.6 Loss of Warranty.** The warranties shall not be applicable in the event that any modifications to the Licensed Program are made by the Licensee or its employees, agents, or contractors without the written consent of Contact One.

**11.7 Disclaimer of Implied Warranties.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **12. Limitation of Damages**

**12.1 Direct Damages.** CONTACT ONE'S LIABILITY FOR DAMAGES FOR ANY CAUSE OF ACTION WHATSOEVER, INCLUDING LIABILITY FOR ANY



CLAIM OF INFRINGEMENT OF PROPRIETARY RIGHTS, SHALL NOT EXCEED THE LICENSE FEE PAID BY THE LICENSEE FOR THE LICENSED SOFTWARE.

**12.2 Consequential Damages.** IN NO EVENT SHALL CONTACT ONE BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER.

- 13. Nontransferability.** Neither this Agreement nor any rights or licenses granted hereunder may be assigned or delegated by the Licensee without the express written consent of Contact One, whose consent shall not be unreasonably withheld. This Agreement and all of the rights and licenses granted hereunder shall inure to the benefit of and be binding upon any permitted successor or assign of the parties.

**14. Default and Termination**

**14.1 General Breach.** The parties may terminate this Agreement upon any breach of or default under this Agreement by either party. The other party shall give notice of such breach or default and, unless the same is cured within thirty (30) days after delivery of such notice, then, without limitation of any other remedy available hereunder, such party may terminate this Agreement forthwith by delivery of a notice of termination at any time thereafter, before such breach or default has been cured.

**14.2 Nonpayment.** The Licensee's failure, within thirty (30) days after written notice, to pay the license fee, any maintenance fee, taxes, duties, or other amounts due shall be a material breach of this Agreement, and, at Contact One's option, this Agreement and all licenses hereunder shall terminate upon the date thereafter specified in a written notice from Contact One to the Licensee.

**14.3 Breach of Confidentiality.** If the Licensee shall fail in any respect to comply with the confidentiality requirements set forth herein, Contact One may terminate this Agreement and all licenses hereunder upon ten (10) days notice delivered by electronic mail, or by courier as Contact One may select.

**14.4 Insolvency or Dissolution.** This Agreement and all of the Licensee's rights hereunder shall terminate, at Contact One's sole discretion, in the event that the Licensee becomes insolvent, whether or not a petition is filed in a bankruptcy court on its behalf, is absorbed or merged with another entity, or is dissolved or its existence terminated by act of a governmental body or otherwise.

**14.5 Termination for Convenience.** The Licensee may terminate this Agreement for convenience and without cause or further liability upon thirty (30)

days written notice to Contact One. In the event of such termination, it is understood and agreed that only the amounts due to Contact One 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 Licensee's termination of this Agreement for convenience.

**14.6 Return of Licensed Programs.** Upon expiration or earlier termination, the Licensee shall, at Contact One's election, either: (i) return to Contact One all existing copies of the Licensed Program and its related materials, or (ii) furnish to Contact One evidence satisfactory to Contact One that the original and all copies of the Licensed Program, in whole or in part, in any form, modifications, and any related materials received from Contact One or made in connection with this License, have been destroyed. Upon prior written consent of Contact One, which shall not be unreasonably withheld or delayed, the Licensee may retain one copy of any Licensed Program for archive purposes. The threat of distribution of the Licensed Program shall constitute one reasonable justification for withholding consent to the Licensee retaining one archive copy.

**14.7 Audit.** In furtherance of any and all of Contact One's rights under this Agreement, Contact One may, at its expense and with prior notice to the Licensee, but during the Licensee's regular business hours, enter upon the Licensee's premises to audit the number of copies made under this License and the Licensee's compliance with the other provisions of this Agreement.

**14.7 Equitable Relief.** The Licensee hereby recognizes that unauthorized use or transfer of the Licensed Program may substantially diminish the value of such materials and irrevocably harm Contact One. If the Licensee breaches any nondisclosure or security provision of this Agreement, Contact One shall, notwithstanding any notice requirements elsewhere, be entitled to immediate equitable relief, including but not limited to injunctive relief, in addition to other remedies afforded by the law, to prevent a breach of such nondisclosure or security provisions. In addition, Contact One shall be entitled to its reasonable costs and attorney fees if such action becomes necessary.

## **15. General Provisions**

**15.1 Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.



15.2 **Captions.** Captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

15.3 **Severability.** If any provision of this Agreement shall be held to be invalid, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

15.4 **Entire Agreement.** All prior proposals, understandings, and other agreements, whether written or oral, between the parties that relate to this subject matter are hereby superceded and merged into this Agreement. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized agents of both parties.

15.5 **Notice.** Any notice required by the terms of this Agreement shall be sent to the following locations. The parties agree to promptly notify each other in writing in the event such contact information should change.

Jerry Merlick  
President  
Contact One, Inc.  
8012 Bee Caves Road, Suite 200  
Austin, TX 78746  
(512) 459-4636  
jmerlick@contactone.com

Richard Semple  
Williamson County  
301 S.E. Innerloop  
Georgetown, TX 78626

15.6 **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.

15.7 **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 Licensee, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Licensee 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.

15.8 **No Waiver.** The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce



each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

**15.9 Licensee's Right to Audit.** Contact One agrees that Licensee 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 Contact One which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contact One agrees that Licensee shall have access during normal working hours to all necessary Contact One facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Licensee shall give Contact One reasonable advance notice of intended audits.

**15.10 Non-Appropriation and Fiscal Funding.** The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Licensee shall have the right to terminate this Agreement at the end of any Licensee fiscal year if the governing body of Licensee does not appropriate sufficient funds as determined by Licensee's budget for the fiscal year in question. Licensee may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

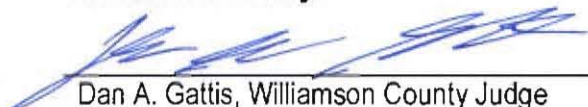
**15.11 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Licensee, 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 Licensee as to whether or not the same are available to the public. It is further understood that Licensee's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Licensee, 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 Licensee by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Contact One and the Licensee have caused this Agreement to be executed as of this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Both parties acknowledge that the undersigned are duly authorized to execute this agreement on behalf of the respective parties.

**Contact One:**

**Williamson County:**

\_\_\_\_\_  
Jerry Merlick, President

  
\_\_\_\_\_  
Dan A. Gattis, Williamson County Judge

**Schedule A**  
Attachment to SOFTWARE END-USER LICENSE AGREEMENT

Licensed Programs include two (2) copies of MapSAG.

There is no designated hardware.

The designated site is Williamson County located in Georgetown, Texas.



## **Schedule B**

### **Attachment to SOFTWARE END-USER LICENSE AGREEMENT**

#### *Remote Access*

Customer will provide or allow a means for Contact One to have remote access to all computers that have the QuickPoint or MapSAG software installed. Contact One can use VNC, PCAnywhere, Windows Remote Desktop, or other standard remote connection technologies for this purpose, according to the Customer's preference. A VPN tunnel to the Customer's network can also be used, if the Customer would prefer to set up that type of connection. If the technology preferred by the Customer is a different one from the three listed above, and it requires purchase or licensing by Contact One, the cost of such purchase or licensing will be paid by the customer.

Contact One's preferred solution for remote connection is a secure VNC-based remote connection solution that has been developed by Contact One which can be installed on computers which are running the QuickPoint or MapSAG software. This solution can be provided by Contact One free-of-charge under this agreement.

If Contact One has remote access to the Customer's QuickPoint or MapSAG computer(s) that conforms to the above specifications, normal support will be provided as outlined in Schedule C. If the Customer is unable to allow remote access for Contact One to access computers running QuickPoint or MapSAG, support charges will be increased by the amount of extra time required to provide said support. If, because of the lack of remote access, support requires travel to the Customer site, Customer will pay Contact One for preapproved travel expenses to customer location and time on-site at customer location. On-site costs will include time that is required to perform support on-site instead of remotely. Time will be billed at the rate of \$157.50 per hour.

## Schedule C

### Attachment to SOFTWARE END-USER LICENSE AGREEMENT

#### MapSAG™ Software Maintenance

Contact One offers a complete maintenance package for each of its software offerings. With the initial purchase of MapSAG, maintenance is automatically provided for the first year of service. Purchasing annual maintenance provides the following benefits:

- Telephone and web-based support. We offer both telephone and web-based support for all users, with rapid response during business hours (9AM – 5PM central time) and 12-hour callback support outside of normal business hours for registered users subscribing to annual maintenance.
- Software updates. Registered users who continue to purchase annual maintenance will receive software updates that are not considered optional modules as Contact One continues to refine and improve its software products. Updates typically occur in six-month or nine-month intervals and include enhanced functionality and support.
- User Guides and related material. Users will receive updated user guides with software updates free of charge.
- Customer input. Contact One encourages active customer input into the decision process for upgrading and refining the product, in order that it will better meet our customers' needs.

The following matrix details maintenance fees for the software products described above. ***The first year of software maintenance is included free with the purchase price.*** The first due date for software maintenance is May 1, 2011. The quoted maintenance fees will remain in effect for five (5) years from the date that the product is put into service. When the five-year period expires, the customer may expect renegotiation of the Maintenance Agreement based on the product list prices at that time. If contract is not renegotiated the customer can expect maintenance to automatically renew in twelve (12) month increments at original cost.

#### Maintenance Fee Schedule:

Due Date	Fee
5/1/2011	\$3,922
5/1/2012	\$3,922
5/1/2013	\$3,922
5/1/2014	\$3,922

The original purchase price is found below, as was specified in the original Statement of Work (SOW).

Product	Quantity	Cost
MapSAG	2	\$3,922

If for some reason a problem with any Contact One software product cannot be repaired remotely in a timely manner, a Contact One technical representative will be on-site within ten (10) working days. If the support issue is discovered to be a problem not caused by Contact One software and requires a site visit or more than one hour of support, there will be charges for travel costs, time,

and material. The support hourly billing rate when the support problem is not the cause of Contact One software is \$157.50.