

## **CONSULTING SERVICES AGREEMENT**

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between CedarCrestone, Inc., a corporation organized and existing under the laws of the State of Delaware, (hereinafter "Consultant"), with its principal place of business at 1255 Alderman Drive, Alpharetta, GA 30005 and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services and deliverables.

### **1. Consulting Services**

1.1 The parties agree that Consultant will only provide consulting services ("Services") and deliverables ("Deliverables") under this Agreement pursuant to an executed statement of work ("SOW"), which shall be substantially in the same form as the attached Exhibit "A". Each SOW shall be a separate contract and shall incorporate the terms and conditions of this Agreement. All Services shall be provided in a professional manner. Consultant may provide the Services described in the relevant SOW by using Consultant personnel or selected independent contractors ("Contractors"). Consultant agrees to provide the items described in the relevant SOW as deliverables ("Deliverables").

### **2. Term and Termination**

2.1 This Agreement will have an initial term of one year commencing on the date of the last party's execution of this Agreement, or the length of the engagement, if longer than one year, and will renew automatically for successive one-year periods unless either party gives prior notice of termination.

2.2 Either party may terminate this Agreement or any subsequent SOW, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed and all Deliverables provided prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement or any subsequent SOW), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-



breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement and any subsequent SOW.

### **3. Payment and Taxes**

3.1 County agrees to pay Consultant for Services and Deliverables provided pursuant to subsequent SOWs executed by the parties. County shall reimburse Consultant for reasonable travel expenses and all actual out-of-pocket expenses incurred by consultant in the performance of a subsequent SOW.

Consultant shall invoice County for payment of the Services and Deliverables, as well as payment of actual out-of-pocket expenses and allowed travel expenses. Consultant's invoice for actual out-of-pocket expenses and travel expenses must include an extract from Consultant's billing system which details the costs paid by Consultant for such expenses. County's payment of the Services, Deliverables actual out-of-pocket expenses and allowed travel expenses 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. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County'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, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County'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.

Remittance shall be made to the following address:

<b>CedarCrestone, Inc.</b>
<b>PO Box 402521</b>
<b>Atlanta, GA 30384-2521</b>

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.



#### **4. Ownership and License**

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of Services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

#### **5. Confidential Information**

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 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 County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **6. Relationship between 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.

## **7. Warranties**


7.1 Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and for a period of 90 days thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the Services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the Services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

7.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR A SOW, CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

## **8. Indemnification**

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL CLAIMS, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, REASONABLY INCURRED IN THE DEFENSE OF ANY CLAIM BROUGHT AGAINST THE COUNTY IN THE COURTS OF THE UNITED STATES AND CANADA BY A THIRD PARTY(S) ALLEGING THAT A PARTY'S USE OF ANY MATERIAL, INFORMATION OR TECHNOLOGY SUPPLIED BY THE CONSULTANT IN RELATION TO THE SERVICES PROVIDED HEREUNDER INFRINGES OR MISAPPROPRIATES ANY COPYRIGHT, TRADE SECRET OR UNITED STATES OR CANADIAN PATENT OF WHICH THE PARTY SUPPLYING THE MATERIAL, INFORMATION OR TECHNOLOGY IS OR SHOULD BE AWARE; PROVIDED THAT THE COUNTY NOTIFIES THE CONSULTANT IN WRITING OF ANY SUCH CLAIM AND THE CONSULTANT IS PERMITTED TO CONTROL FULLY THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS LONG AS SUCH SETTLEMENT SHALL NOT INCLUDE A FINANCIAL OBLIGATION ON THE COUNTY. THE COUNTY SHALL COOPERATE FULLY IN THE DEFENSE OF SUCH CLAIM AND MAY APPEAR, AT ITS OWN EXPENSE, THROUGH ITS OWN COUNSEL. THE CONSULTANT MAY, IN ITS SOLE DISCRETION, SETTLE ANY SUCH CLAIM ON A BASIS CONSULTANT SUBSTITUTES FOR THE MATERIAL, INFORMATION OR TECHNOLOGY, ALTERNATIVE, SUBSTANTIALLY EQUIVALENT NON-INFRINGEMENT MATERIAL, INFORMATION OR TECHNOLOGY.





## **9. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES AND CONSULTANT'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID TO CONSULTANT BY COUNTY UNDER THE SOW PURSUANT TO WHICH LIABILITY AROSE.

## **10. Change Order**

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Order"). The nature of these changes include, but are not limited to, additions to or deletions from any Services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Orders shall be subject to the following terms:


i. Disputes regarding Change Orders shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Order relating to any Services and referencing this Agreement shall be deemed a separate contract incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Order, the terms and conditions of this Agreement shall control unless the Change Orders specifically states that the parties intend to modify a specific term or condition of this Agreement.

## **12. Dispute Resolution/Mediation**

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.



The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

### **13. General**

13.1 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.

13.2 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

13.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

13.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement except that Consultant may assign its right to payment if required to do so under a banking or surety agreement.

13.5 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

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.

13.7 County's Right to Audit. Consultant further agrees that County or its duly authorized representatives (note: third party representative's shall be limited to certified public accountants or similar professionals owing a duty to the general public and who are professionally licensed) shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and obtain copies of the records of Consultant, which are determinative to amounts charged for Services to be performed under this Agreement. Audits shall be conducted consistent with generally accepted auditing standards in the United States. To the extent such materials cannot be adequately provided to the County in electronic format by remote access, Consultant agrees to provision physical access for the County during normal working hours at Consultant facilities as reasonably necessary to conduct audits in compliance with the provisions of this section. County agrees that all such audits will be conducted and planned so as to minimize disruption of the Consultant's business. County shall give Consultant reasonable advance notice of intended audits and shall review any findings with Consultant and afford Consultant with an opportunity to respond in advance of issuing any final audit report. FOR AVOIDANCE OF DOUBT, CONSULTANT HEREBY DISCLOSES TO COUNTY THAT IT MAINTAINS NO HARD COPY RECORDS – ALL RECORDS ARE ELECTRONIC SYSTEM RECORDS, ELECTRONIC FILES OR ARE IMAGE DOCUMENTS. CONSULTANT ALSO UNDERTAKES NO OBLIGATION TO PRESERVE, DUPLICATE OR MAINTAIN DOCUMENTATION THAT EXISTS ON COUNTY SYSTEMS DURING THE COURSE OF THE PROJECT.

13.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

13.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control unless the SOW specifically states that the parties intend to modify a specific term or condition of this Agreement.

13.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

13.11 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT,



EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

**CEDARCRESTONE, INC.**

BY: 

NAME: ~~Rick Riordan~~ Brian E. Fees

TITLE: ~~EVP - Shared Services~~ CFO

DATE: January 18, 2013

**WILLIAMSON COUNTY, TEXAS**

BY: 

Dan A. Gattis,  
Williamson County Judge

DATE: 01-21-, 20 13



## STATEMENT OF WORK NO. 1

This Statement of Work ("SOW") is made pursuant to the terms and conditions of the Consulting Services Agreement executed by and between Williamson County, Texas ("County") and CedarCrestone, Inc., ("Consultant") on January 18, 2013 (the "Agreement") and describes the particular Services and/or Deliverables that shall be provided to County by Consultant hereunder.

Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.

### 1. General Information:

CedarCrestone Account Executive	Name:	Marty Hellenberg
	Address:	1255 Alderman Drive
City/State/ZIP		Alpharetta, GA 30005
	Phone:	303.719.3174
	Fax:	
	E-mail:	marty.hellenberg@cedarcrestone.com
County Project Manager	Name:	Minnie Beteille
	Address:	301 S.E. Inner Loop, Suite 106
City/State/ZIP		Georgetown, TX 78626
	Phone:	(512) 943-1448
	Fax:	
	E-mail:	mbeteille@wilco.org
County Billing Contact	Name:	Williamson County, Texas
	Address:	301 S.E. Inner Loop, Suite 106
City/State/ZIP		Georgetown, TX 78626
	Phone:	512-943-1538
	Fax:	
	E-mail:	DebbieF@wilco.org
County Site at which Services are to be performed <sup>1</sup>		Services to be provided remotely by Consultant personnel

<sup>1</sup> Services may be performed at additional sites as may be mutually agreed upon by the Parties.

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## **2. Definitions:**

2.1 "OLSA" means Oracle License and Services Agreement.

2.2 "EBS" means Oracle's E-Business Suite

## **3. Primary Services and Deliverables to Be Provided by Consultant to County:**

Consultant understands that the County's EBS application is self-hosted on a Windows/Oracle database platform and has requested Consultant to provide Application Management Services ("AMS") as follows:

3.1 EBS Administration inclusive of EBS Architecture, environment installations and implementation support requests.

3.2 County requests for EBS support may include the following:

3.2.1 Troubleshoot problems, access, availability and performance issues across Oracle Database and EBS stack.

3.2.2 Work with Oracle support on County's SRs.

3.2.3 Maintain and operate Oracle Database and Oracle EBS software infrastructure, including patches. Consultant will support Windows patching only if it is required to resolve an issue that the Consultant DBA is working on. All routine Windows patches will be the responsibility of the County.

3.2.4 Manage all user and developer access and user security to the systems within the project regulations.

3.2.5 Optimize/Recommend system and software parameters to ensure efficient use of computing resources.

3.2.6 Maintain and execute Oracle database backup and restore strategy per County's documented disaster recovery. County will provide the disaster recovery strategy document to Consultant prior to the start of the work and participate in a meeting to review the strategy and address questions if requested by Consultant.

3.3 Consultant agrees to follow County's change management protocol for any Oracle software/system changes' and follow best practices for Oracle software maintenance.

3.4 Technical Service Desk support for contracted EBS AMS services above.

## **4. Service Desk Support.** Consultant will provide EBS AMS during Primary Hours of Operation (PHO).

4.1 Support will be available Monday through Friday between 9:00am ET/8:00am CT and 6:00pm ET/5:00pm CT. Consultant will respond during PHO and provide issue resolution based upon issue priority as assigned at the point of ticket entry. Should support outside PHO be required, it will be scheduled and agreed upon in advance with the exception of production critical emergencies. Production critical emergencies are defined as the County's applications being down and not accessible by anyone in the user community.

4.2 The County may contact Consultant for support at any time using two different mechanisms: By entering a Service Desk ticket directly into our web based Issue

Tracking system at <https://servicedesk.cedarcrestone.com>, or by calling the Support Group toll free at (888) 268-0715.

- 4.3 A named CCI Client Services Manager will serve as a communication link for contracts, service level feedback, performance measures feedback and additional service needs. This primary contact will be one of CedarCrestone's DBAs.
- 4.4 County will provide advance notice to Consultant personnel, where reasonable, for response and resolution, project or initiative based support requirements.
- 4.5 Consultant warrants that it will take reasonable commercially available precautions to cover Consultant VPN or dedicated line access to the County's network is secure and free from all known threats and malware, including (a) a supported operating system fully current with all available security patches, (b) current anti-virus program and signatures, and (c) a hardware or software device to isolate the platforms from any publicly accessible network. No copies of County's EBS database are expected to be hosted in the CedarCrestone Data Center. County retains all right, title, and interest in and to the County Information. Consultant will use County Information only in accordance with this Agreement.

## **5. County's Responsibilities:**

County shall provide the following:

- 5.1 Except as noted in section 3, County will maintain responsibility for day-to-day management of the EBS applications and underlying infrastructure, accessing support from Consultant for AMS as needs arise.
- 5.2 Underlying operating system and infrastructure support and related disaster recovery will be supported by County.
- 5.3 County will maintain responsibility for applying and testing all application updates to its EBS systems, ongoing development and support, and general application infrastructure management.
- 5.4 County's internal EBS application support personnel will be responsible for escalating application issues to Consultant for analysis and resolution. County personnel will maintain responsibility for EBS Security Administration.
- 5.5 Provisioning and maintaining the equipment for the database, application, and web server equipment and operating systems as well as all network and storage devices is the responsibility of the County.
- 5.6 All Consultant services provided under this SOW are contingent on County maintaining a current OLSA or equivalent and upon County's assurance, which shall be deemed provided by County's signature of this SOW, that County is not bound to any Oracle/EBS support obligation which has not been satisfied. If County's license expires or is discontinued, County shall notify Consultant promptly but in no case longer than 30 days thereafter so that the Services and pricing can be modified as needed to comply with Oracle/EBS licensing and access restrictions.
- 5.7 The County acknowledges that Consultant offers the Services only on the condition that the County has a valid Oracle support and maintenance contract for the Software. The County agrees to notify Consultant prior to any termination of its





Oracle support and maintenance contract, as the Services and pricing would need to be modified to comply with Oracle licensing and access restrictions.

- 5.8 Consultant agrees to abide by the same obligations of non-disclosure to which County is bound under County's OLSA or equivalent. County agrees to provide Consultant with a copy of any portion of its OLSA containing non-standard nondisclosure provisions.

- 5.8.1 Consultant and County agree that Consultant is being engaged as an authorized contractor and/or outsourcer as permitted by County's license agreement with Oracle, and that Consultant is therefore responsible for compliance with all aspects of that agreement, including restrictions from: (a) removing or modifying Oracle program markings; (b) reverse engineering, disassembly or decompilation; or (c) utilizing any program or code updates to which the County is not entitled.

- 5.9 County will provide Consultant VPN and full remote access (via Terminal Server) to County's Development, Test, and Production environments. This access is exclusively for providing AMS and will not be used by Consultant for any other purpose.

- 5.10 County shall ensure that Terminal Server access provided to Consultant includes the following minimum software requirements:

- 5.10.1 EBS client software and connectivity to environments

- 5.10.2 Oracle SQL Plus

- 5.10.3 Microsoft Word and Microsoft Excel application versions compatible with the EBS application version to be supported by Consultant

- 5.10.4 WSFTP file transfer protocol (FTP) software, or a comparable secure FTP client

- 5.10.5 SSH or other remote access to Unix based servers for the EBS applications

- 5.11 Consultant requires the implementation of a secure, site-to-site VPN connection between the County's designated network location and the CedarCrestone Data Center in order to ensure appropriate security and bandwidth to perform the requested services. Consultant will provide one (1) hour of assistance to troubleshoot and resolve connectivity issues with the County at no charge; should additional troubleshooting support be required, additional support time will be billed on a time and materials basis at the rate of \$140/hour, provided, however, if the connectivity issues are the result of issues or problems at the Consultant side, or problems as a result of the Consultant configured VPN device, no support time will be billed to County.

- 5.12 Consultant can purchase, configure and ship the County-side VPN hardware to County for installation in lieu of County providing and configuring appropriate VPN hardware. Consultant will use a Netscreen 5GT-Extended device (or equivalent) for County if this option is selected, as priced in section 6.4.4 below as a one-time cost ("One-Time Setup Fee"). By selecting this option, County will expedite the steps necessary to establish VPN connectivity for Consultant remote AMS.

- 5.13 Network and County Equipment. Provisioning, security, support, and maintenance of the County's Local Area Network and all network equipment, network connections, printers, computing devices, and all software and other hardware

operating on such equipment are the responsibility of the County. County is also responsible for correctly configuring and maintaining the desktop environment used by the County to access systems supported by Consultant. This includes the County network router and firewall, which must also be in place and properly configured to allow data to flow between the County system and Consultant in a secure manner.

**6. Fee Structure specific to this SOW:**

This section specifies the fees and payment terms for the above described Service and Deliverables:

EBS AMS and Service Desk Support as described in section 3.

REMOTE SUPPORT SERVICE	HOURLY RATE
EBS Remote Application Management Services	\$140 per hour

Consultant will perform the EBS AMS described in section 3 upon request of County on a time and materials basis per the pricing described above.

**7. Travel Expenses specific to this SOW:**

County shall pay Consultant up to **\$0.00** for all travel expenses incurred in the performance of the Services described herein.

**8. Payment of Fees and Expenses specific to this SOW:**

8.1 Services will be provided on a time and materials basis and will be invoiced in one minute increments and paid by County in the period following the period in which the Services were provided.


8.2 All invoices are due and payable in accordance with the terms of the SOW and Agreement.

**9. Not-to-Exceed Amount specific to this SOW:**

The maximum amount payable by County for all Time and Materials and all out-of-pocket expenses and travel expenses under this SOW, without written modification agreed to in writing by both parties, shall not exceed **\$56,000.00** through September 30, 2013.

**10. Time for Performance specific to this SOW:**

The Services to be performed and the Deliverables to be provided under this SOW shall be completed on or before **September 30, 2013**.



**11. Incorporation by Reference; Conflicting Terms and Conditions:**

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this SOW, the terms and conditions of the Agreement shall control unless the SOW specifically states that the parties intend to modify a specific term or condition of this Agreement.

**WITNESS WHEREOF** each County and Consultant has caused its authorized representatives to execute and deliver this SOW effective as of the date which this SOW is last signed below.

**CEDARCRESTONE, INC.**

BY: 

NAME: ~~Rick Riordan~~ Brian E. Fees

TITLE: ~~EVP - Shared Services~~ CFO

DATE: January 18, 2013

**WILLIAMSON COUNTY, TEXAS**

BY: 

Dan A. Gattis,  
Williamson County Judge

DATE: 01-31, 2013