

ADDENDUM NO. 1
TO NETLABELS SUPPORT SUBSCRIPTION AGREEMENT BETWEEN
SOUTHWEST SOLUTIONS GROUP, INC.
AND
WILLIAMSON COUNTY, TEXAS

The underlying Netlabels Support Subscription Agreement [Software Support Subscription Quote #1455] (the "Agreement"), between Southwest Solutions Group, Inc. ("Southwest") and Williamson County, Texas ("County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Southwest. In the event of such termination, it is understood and agreed that only the amounts due to Southwest as of the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.
2. **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 Williamson County, 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.
3. **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.
4. **County's Right to Audit.** Southwest agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Southwest which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Southwest agrees that County shall have access during normal working hours to all necessary Southwest facilities and shall be provided adequate and appropriate work space in order to

conduct audits in compliance with the provisions of this section. County shall give Southwest reasonable advance notice of intended audits.

5. **Non-Appropriation and Fiscal Funding.** The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Southwest at the end of its then-current fiscal year to be effective as of the last day of County's fiscal year.
6. **Payment, Interest and Late Payments.** County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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 an error appears in an invoice submitted by Southwest, County shall notify Southwest of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Southwest, Southwest shall be entitled to receive interest on the unpaid balance of the invoice submitted by Southwest beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Southwest shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.
7. **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.
8. **Sales and Use Tax Exemption.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.
9. **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 County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's 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 any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

10. Assignment, 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. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11. 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Addendum No. 1 to be effective as of the date of the last party's execution hereof.

Williamson County, Texas
("County")

By: _____

Dan A. Gattis,
County Judge

Date: 08-03, 2016

Southwest Solutions Group, Inc.
("Southwest")

By: _____

Printed Name: RAYMOND L. STREIGHT

Title: PRESIDENT

Date: 7-11-, 2016

Williamson County
JP Precinct 4
211 West 6th Street
Taylor, TX 76574
(512) 352-4159

Support Subscription Details

Southwest Solutions Group support subscription provides the following:

Standard Support

- SSG priority help desk access via email support@southwestsolutions.com, ssgsupport.com, or our toll-free 800-803-1083.
- Access to program engineers for advanced tier II support when needed.
- Standard Support hours 8am-5pm CST Monday-Friday.

Software Upgrades

- Access to software updates as they become available.

*Non-subscription customers who request updates will be charged the amount of a 1-year support subscription.

Help Desk Incidents

CreateDate	ContactName	Regarding
02/23/2016	Schmidt, Jessica	Set up a new docket and need the "TC" code set up and new color to appear on the Civil labels.

Support Subscription Renewal Package For NetLabels 3.0

Standard Support Package

- New Subscription Coverage Dates: 09/19/2016 thru 09/18/2019
- 8:00am - 5:00pm CST Monday-Friday
- Help Desk Access: 800-803-1083 & remote web support: southwestsolutions.com/support

Renewal Cost: \$325.00

Previous Subscription	
Subscription #	682
Serial #	N003695-96
Type	NetLabels 3.0
Status	Valid Subscription
Expires On	09/18/2016
Subscription Length	36 Months

Agreement Contact _____ Subscription Total **\$325.00**

Auth Signature _____ Date _____

PO # _____ Quote Expires: 08/10/2016

- Software support plans do not include repairing corruption to data tables. Support does not include troubleshooting printer issues.
- Standard support does not include 3rd party applications such as Excel or Access. It is the responsibility of the customer to get training on these tools and train their internal staff.
- Price subject to change based on current sell price of software. Quote valid for 90 days from submission.
- In some cases not renewing subscription may result in loss of access to product.