

(512) 943-3747

ORDER #260859 - Jun 12, 2018

Matt Chalmers



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Ft. Lauderdale, FL 33309
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quickseries.com

ORDER CONFIRMATION

PLEASE SIGN AND RETURN BY FAX AS SOON AS POSSIBLE TO : (877) 329-3291 OR (954) 584-2520

BILL TO :

Mr. Jarred Thomas
Williamson County Office of Emergency
Management
911 Tracy Chambers Lane
Georgetown TX 78626 USA

SUMMARY :

SUBTOTAL	\$1,505.56
TAXES	\$0.00
TOTAL ORDER	\$1,505.56

Maintenance + Technical Support - Yearly Fee

CODE	DESCRIPTION	FORMAT	QUANTITY	YEARLY FEE	SUBTOTAL
21-01-48491-01	Williamson County, TX - EOCReady App	EOC-SYS	0	\$5,032.25	\$1,258.06
				\$5,032.25	\$1,258.06

Mobile Application - One-Time Setup Fee

CODE	DESCRIPTION	FORMAT	QUANTITY	UNIT PRICE	SUBTOTAL
21-01-48491-01	Setup Fee	EOC-SYS	0	\$0.00	\$0.00
					\$0.00

Content Options - Main Catalog

CODE	DESCRIPTION	FORMAT	YEARS	YEARLY FEE	SUBTOTAL
22-0155-000-01	Preparedness for People with Functional Needs ISBN 978-1-937099-69-5	100	0	\$495.00	\$0.00
22-0361-000-01	Pandemic Flu ISBN 978-1-62350-595-0	050	0	\$495.00	\$0.00
22-0408-000-01	Flood Preparedness & Recovery ISBN 978-1-62350-587-5	050	0	\$495.00	\$0.00
22-0573-000-01	Tornado Preparedness ISBN 978-1-62350-594-3	050	0	\$495.00	\$123.75
22-0699-000-01	Wildfires ISBN 978-1-62350-592-9	050	0	\$495.00	\$123.75
				\$2,475.00	\$247.50

07-13-2018
DATE

NAME (Please Print) & SIGNATURE

SERVICE APPLICATION AGREEMENT

WHEREAS, QuickSeries has developed a system (Mobile Application) to deliver content on mobile devices utilizing a proprietary software system including a webportal, collectively referred to as the "QuickSeries System"; and

WHEREAS Client desires to access and use such content, services and system and allow certain of its customers, employees and/or other designated persons to use said services, and QuickSeries desires to provide such access and use, all on the terms and conditions of this Agreement.

1. Subject to the terms and conditions of this Agreement and to the payment of the fees described in the purchase order, QuickSeries undertakes to provide, during the term of the Agreement stated in the purchase order (the "Term"), the QuickSeries Services to Client. QuickSeries hereby grants to Client the non-exclusive right to access and use, and to grant to its Users, the right to access and use, the QuickSeries Services and content described in this purchase order. For the purpose of this Agreement, "QuickSeries Services" means the functionality and content delivery services provided by QuickSeries and "Users" means the individuals or group of individuals who have been identified by Client as being authorized users and given a password to access the QuickSeries Services.

2. Client shall not permit any third party to use, sub-license, sell, assign, convey, transfer, publish, copy, duplicate, disassemble or otherwise deal with any of software, content, or documentation (including the QuickSeries System) to which Client is given access to under this Agreement and, without limiting the foregoing, shall not use the QuickSeries Services to provide information processing, computer service bureau or computer time sharing or similar services to any other person or entity or for any purposes other than its own internal functions. Client will not reverse engineer, compile, reverse assemble, disassemble or translate any portion of the QuickSeries System.

3. For the Term of this agreement, QuickSeries will provide the support services to Client as outlined in this section. Client acknowledges and agrees that all calls into the support center may be monitored and/or recorded for quality control purposes: (i) maintain compatibility of code with the supported platforms; (ii) maintain operability of QuickSeries System; (iii) debugging of QuickSeries Services software; and (iv) administrative User assistance to access QuickSeries Services. In no event shall QuickSeries be under any obligation to improve, to enhance, update, upgrade or otherwise make any modifications to the QuickSeries Services. QuickSeries shall be authorized to enhance, update, upgrade or otherwise make any modifications to the QuickSeries System at any time and at any frequency during the Term and without providing any prior notice. Notwithstanding the foregoing, QuickSeries will not make changes to the QuickSeries System that will materially impact Client's use, content or access without Client's consent and a bilateral modification to the applicable purchase order.

4. The QuickSeries System and its content and any intellectual property therein shall remain the exclusive property of QuickSeries throughout the world and any third party material that is part of the QuickSeries System shall remain the exclusive property of their respective owners and no title therein shall pass to Client hereunder. Content provided by Client and any intellectual property therein shall remain the exclusive property of Client throughout the world. Client grants to QuickSeries a worldwide license to use copy and modify the said content for the purposes of rendering the QuickSeries Services.

5. QuickSeries agrees to indemnify Client against all damages, losses, costs, expenses or liabilities, including reasonable attorneys' fees (the Losses), suffered or incurred by the Client or its directors, officers, employees and representatives as a result of or in connection with any claim based on the allegation that the use of the QuickSeries System by Client infringes third party's copyright, trade secrets, patents or other intellectual property rights in the United States of America.

6. Client represents and warrants that the content or data provided by the Client to be distributed thru the QuickSeries System does not infringe any third party's copyright, trade secrets, patent or other intellectual property rights in the United States of America and that all appropriate consent, authorization or procedures relating to the content or the data provided by Client were obtained or put in place by Client in compliance with applicable laws.

7. Client agrees to save, indemnify and hold harmless QuickSeries against all Losses suffered or incurred by QuickSeries or its directors, officers, employees and representatives as a result of or in connection with any claim based on the allegation that the content or the data provided by Client infringes third party's copyright, trade secrets, patents or other intellectual property rights in the United States of America; or that such content or data contains personal information and that the appropriate consents, authorizations or procedures were not obtained or put in place by Client in compliance with the applicable laws.

8. EXCEPT FOR THE FOREGOING WARRANTIES, QUICKSERIES NEITHER MAKES NOR GRANTS ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY THAT THE QUICKSERIES SYSTEM WILL PROVIDE ERROR-FREE OR UNINTERRUPTED SERVICE OR THAT THE INFORMATION AVAILABLE ON ITS WEBSITE OR THROUGH THE QUICKSERIES SERVICES IS ACCURATE, TIMELY OR TRUE. THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS CREATED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. QUICKSERIES HEREBY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE, INCLUDING ANY LEGAL WARRANTY OF QUALITY, TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Notwithstanding any provision to the contrary, in no event shall QuickSeries's total cumulative liability towards Client or any third party with respect to any given claim made hereunder exceed the amount paid or payable by Client to QuickSeries under this Agreement in the three (3) month period immediately preceding the event giving rise to such liability.

10. This Agreement shall be governed by and construed under and pursuant to the laws of the State of New York.

Signature: _____

Date: _____

By: _____