

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR PURCHASE OF
QTRAC VIRTUAL QUEUING
AND APPOINTMENT PLATFORM
(Lavi Industries, Inc.)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Client” or “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Lavi Industries, Inc.** (hereinafter "Service Provider" or “Lavi”). Customer agrees to engage Service Provider as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Lavi’s Quote, dated November 4, 2021, including Terms of Service as set forth at <https://www.lavi.com/en/tos>; and
- B. This County Addendum for Purchase of Goods and Services.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Service Provider agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

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.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: 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 The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement 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 The 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 The 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.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

Right to Audit: Service Provider agrees that Customer 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 Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that Customer shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Service Provider reasonable advance notice of intended audits. In no circumstances will Service Provider be required to create or maintain documents not kept in the ordinary course of Service Provider's business operations, nor will Service Provider be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

XIII.

County Judge or Presiding Officer Authorized to Sign Agreement: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

SERVICE PROVIDER:


Bill Gravell (Dec 14, 2021 16:47 CST)

Authorized Signature

Date: Dec 14, 2021, 2021


Nov 30, 2021 16:05 CST

Authorized Signature

Date: Nov 30, 2021, 2021

Lavi Industries

Williamson County TX (Wilco) - [REDACTED] - 2022 Renewal

Williamson County
710 Main St
Georgetown, TX 78626
United States

Tammy McCulley
Office Manager
[REDACTED]

Reference: [REDACTED]
Quote created: November 4, 2021
Quote expires: February 2, 2022
Quote created by: Ken Langford
Product Manager, Qtrac
kenl@lavi.com
+1 (661) 219-3112

Michael Foster
[REDACTED]
[REDACTED]

Minnie Beteille
Technology Services Project
Manager
[REDACTED]
[REDACTED]

Comments from Ken Langford

Qtrac Virtual Queuing and Appointment Platform

Software Subscription Term: 01/01/2022 - 12/31/2022

Locations: 10 locations

Use Case: Customer Service at various County departments including Animal Shelter, Elections Department, Justice of the Peace, Motor Vehicle Registration, Sheriff's Office and District Court.

Additional Notes:

8 locations have been set up. 2 additional locations may setup at no additional charge

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Qtrac Appointment and Virtual Queuing Plan - Monthly Licensing per Location (6 to 25 Locations) Term: 01/01/2022 - 12/31/2022	95- QTVR/25/SAAS- SCH	12	\$1,790.00 / year	\$21,480.00 / year for 1 year

Modules: Appointment Booking,
Virtual Queuing, Mobile Queuing,
Reporting and Analytics

Customer SMS Notifications - \$0.03 per SMS (6 to 25 Locations) Term: 01/01/2022 - 12/31/2022	95-QTVR/25/SMS	1	\$2,000.00 / year	\$2,000.00 / year for 1 year
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Estimated cost of SMS usage per
year is: \$2,000.00
Note: You will only be invoiced for
the SMS messages that are
actually used each month.

\$0.03 Per Customer SMS
Notification.

*Carrier Fees (when applicable):
Lavi will pass through the exact
charges of any additional carrier
fees set by the
telecommunications carriers.

**SMS segments are 160
characters.

Subtotals

Annual subtotal				\$23,480.00
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			Total	\$23,480.00
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Purchase Terms

Agreement:

This Order Form is governed by the Lavi Terms of Service as set forth at <https://www.lavi.com/en/tos> ("Agreement"), **which are incorporated herein by this reference**, to which Customer hereby agrees and accepts. Capitalized terms used but not defined in this Order Form shall have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Order Form and the terms of the Agreement, then the terms of this Order Form shall control. The person signing on behalf of Customer represents that it has the full authority to execute and bind Customer to this Order Form. Any purchase order terms or similar terms issued by Customer in connection with this Order Form shall have no effect. This Order Form shall only be valid and binding if executed by both parties. This Order Form may be executed in one or more counterparts, each of which is an original, and all of which taken together constitute one single document. Lavi Industries may reject this order form if it is signed by the Customer after the Customer Signature Deadline listed above regardless of whether the Order Form has been signed by Lavi Industries.

Renewal Term:

Thereafter, the Order Form shall automatically renew for successive periods of 1 year (each, a "Renewal Term"), unless either Party gives written notice to the other Party of its intention not to renew a minimum of fifteen (15) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and any Renewal Terms shall collectively comprise the "Term." In the event Client provides notice prior to the fifteen (15) day period before the end of the current Term, all fees and costs shall remain the same going into the subsequent Term, with Lavi reserving the right to modify fees and costs, subject to thirty (30) days' prior written notice. Should Client fail to provide notice of renewal at least fifteen (15) days prior to the expiration of the then-current Term, Client acknowledges that all fees and costs for services shall increase by five percent (5%) upon the commencement of the subsequent Term.

Fee Schedule:

Lavi's then-current Fee Schedule will be included with any Order Form or SOW encompassing the services and products which are the subject thereof and shall include, as applicable, all software license fees, implementation fees, SMS charges and any other fees chargeable to the Client.

Client and Lavi shall work together to determine an Activation Schedule which, when agreed upon, will determine the start of subscription billing for the Software Licenses. In the absence of an Activation Schedule agreed upon by both the Client and Lavi, subscription billing will commence for all Software Licenses at the time of License Activation. In some cases, Lavi provides a Grace Period following the License Activation before commencing subscription billing to provide additional time for Client project planning. Any such Grace Period must be set forth in writing, signed by Lavi, to be enforceable.

Qtrac Module and Add On Breakdown:

Modules:

Virtual Queuing - Greeter Check-In, Agent Portal, Store Display, Admin Portal

Appointment Booking - Admin Portal, Booking Module, Booking Management

Mobile Queuing - Mobile Check-In, Mobile Updates & Standard Digital Signage Includes Customer Design with Lavi Footer Logo

Reporting and Analytics - Historical Reports, Reports Builder

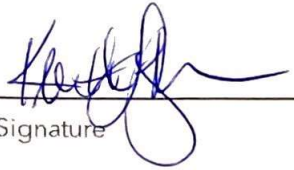
Add Ons:

Real Time Enterprise Analytics / Add-on - Real Time Enterprise Analytics Dashboard, Enterprise Aggregate, Drilldown by Region/Branch/User/Queue/Service

Qtrac Customer Survey / Add-on - Customizable Web-Based Customer Feedback Survey, Survey Analytics and Reports

Qtrac Live Mobile Promotions / Add-on - Customizable Digital Signage Banner Promotions on Customer Mobile Wait Screens (GIF, Image, Text, Video)

Signature


Signature

12/03/2021
Date

KENNETH LANGFORD
Printed name

Questions? Contact me

Ken Langford
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+1 (661) 219-3112

Lavi Industries
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Valencia, CA 91355
United States