



## Contract Renewal Notice – Williamson County SC #7064

Williamson County  
710 Main St  
Georgetown, TX 78626  
United States

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Renewal Reference: [REDACTED]

Quote created: November 28, 2022  
Quote expires: February 26, 2023

Quote created by: Katia Colwell  
Customer Success Manager  
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### Comments from Katia Colwell

**Qtrac Contract Renewal Notice:**  
**Qtrac Virtual Queueing and Appointment Platform**  
**Software Subscription Term: 1/1/2023 - 9/31/2023**

# Locations: 7

Use Case: Customer Service at various County departments including:

Animal Shelter, Elections Department, JP3, JP4, Attorney Department, and Sheriff's Office.



## Products & Services

| Item & Description  | SKU                     | Quantity | Unit Price          | Total                                 |
|---|-------------------------|----------|---------------------|---------------------------------------|
| Qtrac Professional Plan –<br>Monthly Licensing per<br>Location (6 to 25 Locations)<br>Modules: Appointment<br>Scheduling, Virtual Queuing,<br>Mobile Queuing, Snapshot,<br>Insights, Customer Survey,<br>Mobile Promotions Designer   | 95-QTVR/25/SAAS-<br>PRO | 7        | \$250.00<br>/ month | \$1,750.00<br>/ month<br>for 9 months |
| Qtrac Phone Number<br>Maintenance and Support -<br>Monthly Fee<br>A2P Registration, Voice<br>Programming, Gateway<br>Maintenance Fees, Delivery<br>Monitoring   | 95-QTVR/SMS-MAINT       | 7        | \$5.50<br>/ month   | \$38.50<br>/ month<br>for 9 months    |
| Customer SMS Notifications -<br>\$0.0325 per SMS (1 to 5<br>Locations)<br>\$0.0325 Per Customer SMS<br>Notification<br>*Carrier Fees (when applicable):<br>Lavi will pass through the exact<br>charges of any additional carrier<br>fees set by the<br>telecommunications carriers.<br>**SMS messages are calculated<br>per segment. Generally, most<br>messages use the standard of<br>GSM-7 encoding, and have up<br>to 160 characters per<br>segment | 95- QTVR/5/SMS          | 0        | \$0.00<br>/ month   | \$0.00<br>/ month<br>for 9 months     |
| <b>Subtotal</b>   |                         |          |                     | <b>\$1,788.50</b>                     |
| <b>Monthly subtotal</b>   |                         |          | <b>Total</b>        | <b>\$1,788.50</b>                     |



## Purchase Terms

### Agreement:

This Order Form is governed by the Lavi Terms of Service as set forth at <https://qtrac.com/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.

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. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.

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 thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: 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 Customer 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 Customer 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 Customer'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.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract

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

Right to Audit: Lavi 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 Lavi which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Lavi agrees that Customer shall have access during normal working hours to all necessary Lavi 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 Lavi reasonable advance notice of intended audits.

#### **Credit Card:**

Payments made via credit card are charged a 2.75% processing fee.

#### **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.

Subscription billing will commence for all Software Licenses at the time of contract start date or License Activation, the earlier of the two. In some cases, Lavi provides a Grace Period following the contract start date 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.

Client and Lavi may work together to determine an Activation Schedule which, when agreed upon, will determine the start of subscription billing for future Software Licenses and off-set costs of delayed Client usage.

#### **Qtrac Plans and Features:**

For a detailed description of the features and services included with each Qtrac Plan, please click below:



#### **Consultation Rates:**


You understand and agree that if you elect to purchase any products or services from us, you will be required to execute a separate services agreement or purchase order which sets forth and identifies the purchased products or services as well as the corresponding fees, costs and expenses associated with such purchased products or services. Any products or services which are not identified within such services agreement or purchase order are not included in the quoted fees and costs and will be subject to a separate, subsequent written agreement signed by you and us. Our current standard rates for professional services are as follows, with such rates subject to change only upon notice to parties that have active services agreements or purchase orders with us:

#### Professional Services Resource Hourly Rates:

- Senior Programmer, US Based - \$275.00
- Project Manager, US Based - \$275.00



Customer Signature:

  
Bill Gravell (Jan 11, 2023 10:14 CST)

Signature

Jan 11, 2023

Date

Bill Gravell

Printed name

Question? Contact me

Katia Colwell

Digitally signed by Katia Colwell  
DN: cn=Katia Colwell, o=Qtrac, ou,  
email=katia.colwell@lavi.com, c=US  
Date: 2022.12.20 11:03:20 -0700

Katia Colwell

Customer Success Manager

katia.colwell@lavi.com

Qtrac by Lavi Industries

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