

**Wolters Kluwer Financial Services, Inc.**

6815 Saukview Dr.
St Cloud, MN 56303,
USA

Representative

John Lindsey

Email

john.lindsey@wolterskluwer.com

Phone

(888) 661-5575

ORDER INFORMATION

Date Generated: 9/7/2023 11:55 AM

Opportunity Name: Wilco, TX - Additional Licenses and Hosting

Pricebook: 2023

CUSTOMER INFORMATION**Bill To Address**

Williamson County Texas
Jaylen Morris
710 S. Main St., Suite 301
Georgetown, TX 78626 USA
(512) 943-1572 (Phone)
jalynmorris@wilco.org

Ship To Address

Williamson County Texas
710 S. Main St., Suite 301
Georgetown, TX 78626
USA
(512) 943-1572 (Phone)
(512) 943-3881 (Fax)

ORDER ITEMS

Name	Quantity	Total Price
TeamMate+ Audit Software	2.00	11,410.00
TeamMate+ TeamCloud Hosting Gold Annual Subscription Service	2.00	2,440.00
TeamMate Analytics Software	1.00	1,269.00

Local Currency: USD Amount: 15,119.00

Order Amount: 15,119.00

*Applicable taxes are extra

**Optional included in Pkg price

CURRENT LICENSE COUNT

Product Name	Current Count	This Order Adds
TeamGuide Pro Licenses:	0.0	0.0
TeamMate AM licenses:	0.0	0.0
TeamMate TMA licenses:	6.0	1.0
TeamMate+ Audit licenses:	8.0	2.0
TeamMate+ Controls licenses:	0.0	0.0
TM Public Sector Licenses:	0.0	0.0
TM+ API - Data Rptg Licenses:	1.0	0.0
TM+ Audit - Offline Licenses:	1.0	0.0

TERMS and CONDITIONS

- a. **License Agreement.** The TeamMate Software, Support and related Services are provided under the TeamMate Global License, Support and Services Agreement, incorporated herein by reference, and located at

<http://www.teammatesolutions.com/teammate/glssa/en/glssa-en-112017.pdf>

except to the extent there already exists a written agreement between Customer and Licensor covering such Software, Support and related Services, in which case the Software, Support and related Services are provided under such existing written agreement (as applicable, the “Agreement”).

To the extent that any 3rd party products are required for usage of the Software licensed hereunder or the Services or other products set forth in this Order Form, Customer is exclusively responsible for such 3rd party products and for determining if needed. The foregoing sentence is applicable to the API functionality as well as any and all other Software, Services and products ordered hereunder including, NOT LIMITED TO, the licenses required for API connections when exchanging data OR ANY OTHER SIMILAR USE OR OTHERWISE. Technical Support offered as part of maintenance for API's is only available to provide troubleshooting to determine if there is a bug or other defect in the software. Our Technical Support team does not provide API installation and implementation services or support. Should such services be necessary to correct issues with API's, such services must be contracted for individually and are not offered as part of standard maintenance services.

- b. **Support.** The Perpetual License Support is provided at no additional charge to Customer during the initial twelve (12) month period following the Effective Date. The Support Fee for each license is presently set at twenty percent (20%) of the then-current License Fee. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer. With reference to the Licensor's support policy, please refer to the document 'TeamMate Solutions Support and Maintenance Program'.
- c. **Hosting Storage (if applicable).** Hosting includes one gigabyte (1GB) of production storage per User. Additional gigabytes may be subject to additional fees. With reference to the Licensor's hosting services, please refer to the documents 'TeamCloud Technical Overview TM Audit and Controls' and 'TeamCloud Advanced Security Package'.
- d. **Execution of Order Form.** By executing this Order Form, Customer is hereby agreeing to be bound to the terms of the Agreement. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement and which are agreed to by the parties herein (“Additional Terms”). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.
- e. **Out-of-pocket Expenses.** Out-of-pocket expenses, including but not limited to printing, copying, and meeting space rental, will be billed to the Customer on a monthly basis as incurred. Training. End-User Training: For each session purchased, maximum class size is 20; for each virtual session purchased, maximum class size is 10. Champion Training: For each session purchased, maximum class size is 5.
- f. **Expert on Demand** (if applicable). Expert on Demand provides access to experts on a time and materials basis as and when Customer requires assistance post implementation. Expert on Demand services are available in one (1) hour increments, with rates determined by the Licensor's hourly rate at the time of purchase. Fees are due upon purchase subject to the terms of the Agreement. Expert on Demand services must be scheduled in advance, subject to availability, and within twelve (12) months from the purchase date. Unused services at the conclusion of twelve (12) months and/or services cancelled within forty-eight (48) hours of scheduled performance are forfeited with no credit given. Contact professional services at tmproserv@wolterskluwer.com to reserve.
- g. **Cancellation.** Professional services are subject to cancellation fees as follows: (i) 50% cancellation fee for cancellation within fifteen (15) business days of scheduled performance; and (ii) 100% cancellation fee for cancellation within five (5) business days of scheduled performance

ADDITIONAL BUSINESS TERMS – Effective billing date for this order will be 10/1/2023

The terms below were approved on the previous Migration order and are being replicated for this purchase.

- a) Customer may also be referred to as "The County" or "Williamson County."
- b) No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- c) 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 County's rights.
- d) 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 actually received.
- e) 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 licensee 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 licensee 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 licensee'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.
- f) Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

SPECIAL BILLING INSTRUCTIONS (if any)**Wolters Kluwer Financial Services, Inc.**

Authorized Representative

Phillip Newman Director of Sales, Americas

Print Name and Title

10/6/2023

Effective Date (date signed by Licensor)

Williamson County Texas

Authorized Representative (1)

Bill Gravell County Judge

Print Name and Title

Oct 19, 2023

Date Signed

Authorized Representative (2)

Print Name and Title

Date Signed

TO BE PROVIDED BY CUSTOMER

PO Required : _____

Tax Exempt: _____

FOR WK USE ONLYSAP#: 

Initial Order: