



# Subscription Form

Contract reference

Prepared by

Liz Hysell

## Customer identification

Client number

Organization name

Invoicing address

WILLIAMSON COUNTY

WILLIAMSON COUNTY, 710 MAIN STREET, GEORGETOWN, TEXAS 78626, UNITED STATES

EIN

Contact

Contact's mobile phone

Tammy MCCULLEY - tmcculley@wilco.org

**Yooz administrator**

First name

Last name

Job title

Phone

Email

**Billing contact**

First name

Last name

Job title

Phone

Email

## Subscription

Product	Code	List unit price (USD)	Sales unit price (USD)	Qty	Amount (USD)
Yooz Gold Edition 3000	YGE-3000	\$4,260.00	\$3,000.00	1.00	\$3,000.00
Add-on Attachment Yooz Gold Edition 3000	YGE-AT-3000	\$639.00	\$0.00	1.00	\$0.00
Total					\$3,000.00
Sales tax rate					0.00%
Taxes					\$0.00
Total amount					\$3,000.00

Additional document (USD): \$1.70

## Services

Product	Code	List unit price (USD)	Sales unit price (USD)	Qty	Amount (USD)
PS - Yooz General Configuration: 1.0 day	PS-Configuration-X800	\$1,500.00	\$0.00	0.50	\$0.00
PS - Accounting Export File Development: 1.0 day	PS-ExportFileDev-X800	\$1,500.00	\$0.00	1.25	\$0.00
PS - Masterdata Import: 1.0 day	PS-Masterdata-X800	\$1,500.00	\$0.00	0.50	\$0.00
PS - PO integration from ERP: 1.0 day	PS-PO-INT-X800	\$1,500.00	\$0.00	1.50	\$0.00
PS - Web Training: 1.0 day	PS-Training-W800	\$1,500.00	\$0.00	0.75	\$0.00
PS - Workflow Design & Configuration: 1.0 day	PS-Workflow-X800	\$1,500.00	\$0.00	0.50	\$0.00
PS - Project Functional Analysis: 1.0 day	PS-Analysis-X800	\$0.00	\$0.00	2.50	\$0.00
PS - Testing & GoLive Assistance: 1.0 day	PS-TestingGoLive-X800	\$1,500.00	\$0.00	1.25	\$0.00
PS - Feedback File Assistance: 1.0 day	PS-FeedbackFile-X800	\$1,500.00	\$0.00	0.50	\$0.00
PS - SSO Configuration: 1.0 day	PS-SSO-X800	\$1,500.00	\$0.00	1.00	\$0.00
Total					\$0.00
Sales tax rate					0.00%
Taxes					\$0.00
Total amount					\$0.00

## Additional information

New client promotion - subscription and one-time fee discount expires EOB 01/26/2024.

Subscription and one-time service fees billed upon signature.

Customer will receive next annual bill 6/1/2025.

4.1.3 Consulting Services: Strike "Any Consulting Services ordered but not utilized will be fully invoiced to Customer, unless the non-utilization of the said Consulting Services is exclusively attributable to Yooz."

5.5 Service Level: "If Customer has paid upfront for a full year of Service, any Service Level discount will by the choice of the Customer be provided as a refund check, or applied as a credit to the Customer's next annual upfront payment."

7.4 Special Indemnity: Strike through section in total

8.3 Terms of Payment: Strike "Invoices are due within thirty (30) days of the invoice date" and replaced with "Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code."

10.1 Termination: "After the initial Commitment Period of twelve (12) months, either Party may terminate the Contract for any reason and at any time, providing a sixty (60) day (2) month notice, with effect from the end of the calendar month in which the last day of the notice period following receipt of such notice falls."

11.2 Publicity: "Yooz shall not use Customer's name, logo, or other likeness in any press release, marketing materials, or other announcement without the Customer's prior written approval."

11.3 Assignment: "Neither Party not assign or transfer in any way the rights or obligations under the Contract without the other Parties prior express written consent, and any such purported assignment without consent shall be void ab initio."

11.6 Choice of law and choice of forum: "The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the State of Texas. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

Notwithstanding the foregoing, any Party may seek injunctive relief in any federal or state court sitting in Williamson County, Texas having jurisdiction thereof, and each of the Parties consents to the exclusive jurisdiction of such state or federal court sitting in Williamson County, Texas for injunctive relief. The language of the proceedings and communications conducted therein shall be in English. The Parties further waive any objection to venue in such courts and any objection based on forum non-conveniens."

11.11 No Waiver of Sovereign Immunity; Customer Indemnification : "Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the Customer. The Parties agree that under the Constitution and laws of the State of Texas, the Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless Yooz for any reason are hereby deleted."

11.12 Right to Audit: "Yooz agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers, and records of Yooz which are directly pertinent to the services to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Yooz agrees that Customer shall have access during normal business hours to all necessary Yooz facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall

give Yooz reasonable advance notice of intended audits. "

11.13 Public Information: "Yooz understands that Customer will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other materials in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act."

## Conditions

Subscription first billing date 6/1/2024  
Invoicing schedule Annual billing upfront  
Payment method ACH

Billing for Consulting Services is at time of order.

THE SERVICES ARE PROVIDED BY YOOZ INC., 8951 CYPRESS WATERS BOULEVARD, SUITE 170, DALLAS, 75019, USA. BY SIGNING THIS SUBSCRIPTION FORM, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS OF SERVICE: <https://www.getyooz.com/us/terms/>.

## Signature

In witness whereof, the parties have caused this Contract to be executed by their duly authorized officers as of the effective Date hereinafter set forth.

Date Jan 31, 2024

Customer WILLIAMSON COUNTY  
Name Valerie Covey  
Title Presiding Officer

Signature *Valerie Covey*

Yooz Inc. 2024-01-20 | 12:00 AM GMT  
Name Laurent CHARPENTIER  
Title Chief Executive Officer

Signature 647F1BF37BD9434...