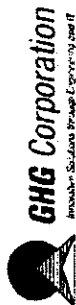


Exb B



GHG Service Level Agreement

This Service Level Agreement (hereinafter "Agreement"), made and entered by and between GHG Corporation, a Texas Corporation (hereinafter "GHG"), and Fort Bend County, a public body corporate and politic of the State of Texas acting by and through the Fort Bend County Commissioners Court (hereinafter "County.") The following requirements have been agreed to by GHG Corporation. GHG's eTSS will contain each of the detailed requirements listed in the matrix below at no additional cost other than those previously listed in this Agreement. Additional requirements determined after the Agreement signing will be charged at the listed customization rate, subject to prior approval of County.

Section A: Statement of Work

RQMT	Requirements	Response	Comments
	GENERAL REQUIREMENTS		
1.00	Must be capable of exporting time data to/importing personnel data from the Lawson system and accommodate all required data fields.	F	Will be imported during a nightly service.
1.01	Export data in Lawson PR530 format (See Exhibit I)	F	
1.02	Import master file data for new employees, accrual balances, status changes and other relevant changes from Lawson in a format to be determined.	F	
1.03	Keep Lawson and timekeeping data in sync - when adjustments are made to time for a prior pay period, the change must also be captured in the other system.	F	A whole correction timesheet will not be sent, only the adjusted time.
2.00	Ability to accommodate various attributes such as:		
2.01	Pre-entry of vacation, sick, other pre-planned time off with effective start/end dates for the respective pay periods.	F	
2.02	Maintain fiscal and calendar year-to-date leave accrual balances (remaining and carry over amounts)	F	Will be using the eEMS flat file leave import. Balances will be imported from Lawson.
2.03	Various earnings types		

2.04	Discretionary pay (emergency situations)	F	
2.05	Apply data validation rules based on user-defined parameters	F	
2.06	Audit trail for all entries/modifications, including user ID, date/time of change	F	Contained in timesheet's activity log.
3.00	Ability to support workflow with appropriate security.	F	
3.01	Example: Employee enters time, supervisor approves, payroll coordinator reviews, elected official/department head performs final approval.	F	Only 1 supervisor signature will be required for the time to export to Lawson but there is no limit to the amount of supervisors that may approve a timesheet.
3.02	Ability to vary workflow routing based on exceptions to time reported. For example, if an employee did not enter time for a date, notify the payroll administrator.	F	A custom report can be created which tells the supervisor which employees have not entered time and the dates.
4.00	Ability to accommodate organizational changes and maintain history (e.g., department transfers, promotions, etc.)	F	Will be imported during a nightly service.
5.00	Ability to set up multiple user-defined security levels:	F	
5.01	Department head view/approve all department employees	F	
5.02	Payroll administrator view/modify for all department employees	F	
5.03	Supervisor view/modify their direct reports only	F	
5.04	Employee view/enter time for their record only	F	
6.00	Payroll department users must have the ability to maintain the following:		
6.01	Pay codes	F	
6.02	Pay types	F	
6.03	Security levels	F	

6.04	Holiday schedule	F	
7.00	Calculate gross pay under the different pay rules by department/employee	F	Calculated hours will be determined by assigned business rules and default authorized charges.
7.01	Example 1: Department may have an employee that is paid overtime, and another employee may earn comp time within the same department	F	
7.02	Example 2: Department may have an employee that is paid comp time and another employee may be paid overtime and non duty time	F	
8.00	Ability to apply the different pay rules by employee and/or department	F	
8.01	Example 1: The system will automatically adjust time over 40 hrs to comp time	F	
8.02	Example 2: The system will automatically adjust time over 40 hrs to overtime	F	
9.00	Ability to customize layout of time sheet screen(s)	CU	Items may be added to each drop-down list on employee times. Order of those items can only be alphabetically.
9.01	Provide multiple time entry screens for different groups of employees (e.g., exempt, non-exempt)	CU	Each employee's list of authorized charges is determined individually. In other words, each employee/group will only have the ability to charge to groups, charge codes, and pay types that they should have access to.
10.00	Ability to cap compensation time at a user-defined level, which can be different by department.	F	Calculated hours will be determined by assigned business rules and default authorized charges.
10.01	Have caps on deferred time of 160 hours and comp time of 80 hours (2008 maximum amounts)	F	
11.00	Ability to accommodate payroll for the following types of employees/categories:		
11.01	Full-time (Regular)	F	

11.02	Temporary		F	
11.03	Part-time		F	
11.04	Exempt		F	
11.05	Non-exempt		F	
11.06	Any combination of the above designations		F	
12.00	Ability to define and enforce user-defined rules for various pay types.			Calculated hours will be determined by assigned business rules and default authorized charges.
12.01	Holiday Pay		F	
12.02	Vacation		F	
12.03	Personal		F	
12.04	Sick time		F	
12.05	Comp time		F	
12.06	Leave without pay		F	
12.07	Jury Pay		F	
12.08	Workers Comp		F	
12.09	Family Death		F	
12.10	Military		F	
12.11	Extended Sick time		F	
12.12	Overtime		F	

13.00	Ability to define and enforce user-defined rules for various pay codes.	F	
	TIME AND ATTENDANCE		
14.00	Ability for comp time entry to vary by department and/or classification (e.g., exempt/non-exempt).	F	
14.01	Exempt employees time needs to be hour for hour, off the book time, non exempt needs to be time and a half after 43 for sheriff and 40 for county employees	F	Employee off the book time will be tracked through the eEMS system managed leave.
15.00	Ability to charge times to a department other than an employee's "home" department. (For "floating" employees, and those in departments with multiple locations like the library). Per employee, maximum number distributions/departments would be three.	F	Each employee's list of authorized charges is determined individually. In other words, each employee/group will only have the ability to charge to groups, charge codes, and pay types that they should have access to.
16.00	Ability to collect time input by multiple methods (e.g. IVR. web. time clocks/card swipe)	F	
17.00	Ability to support the concurrent use of different types of devices for data collection. (E.g. IVR. web. time clocks/card swipe)	F	
17.01	Current time clocks: by IDTECH (purchased from mousser.com. toll free number 800-346-6873)	F	GHG Will utilize CMI's Genus I clocks
18.00	Ability to handle multiple user defined rules for tardiness.	F	Standard Schedule Vs. In/Out report may be used or a custom report can be created.
18.01	Time will be calculated based on quarter hour increments. However, each department has different guidelines for defining "tardy". Allow tardiness guidelines to vary per department, and report on tardies for a given time period.	F	
19.00	Ability to view, edit, and/or enter hours on an individual or group basis.	F	
19.01	Be able to enter training time for an individual	F	
19.02	Be able to enter holiday or emergency closure for the whole department	F	

20.00	Ability to enter daily work schedules and verify hours worked based on work schedule and pay codes. Present exceptions to a specified user.	F	
21.00	Ability to view employee's schedule with shift and off day information at any time.	F	
22.00	Ability to handle mid-period work schedule, shift, department or position changes which may effect pay rules.	F	Will be imported during a nightly service.
23.00	Example: If an employee switches from earned time to overtime pay, the ability to switch without history changing	F	
24.00	Ability to edit time prior to payroll processing, given the appropriate security level, with an audit trail of all changes.	F	Only accountants are allowed to make corrections to past timesheets.
25.00	Ability to display leave accrual rates, codes, current and maximum balances for each employee while time is being entered or reviewed	F	
26.00	Ability to record attendance history by day.	F	
27.00	Ability for employees to schedule leave online.	F	
28.00	Ability to prevent the use of accruals over earned amount, with the ability to override with the appropriate security.	F	
28.01	Example 1: If an employee is using 3.00 hours vacation, but they only have 3 available, do not allow without approval from payroll administrator	F	
28.02	Example 2: If an employee requests time off for future pay periods, need the ability to post in advance with supervisor approval	F	
29.00	Ability to future date transactions for processing during the appropriate pay period	F	
30.00	Ability to automatically post pre-approved leave during effective pay period.	F	
30.01	Example: If an employee has extended sick time approved or military time, need the ability to post in advance	F	



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31.00	Ability to adjust or reverse previous pay period hours (hours worked and accruals) - Payroll department only	F	
32.00	Ability to perform edits to previous pay periods and recalculate pay and leave accruals from previous pay period forward - Payroll department only.	F	Adjusted time will be imported to Lawson where the leave balances will be updated and imported into eEMS.
33.00	Electronic signature and approval capability - with pin number, password or security level clearance.	F	Users must use a password to access the system.
34.00	Track "off the book" time for exempt employees	F	Employee off the book time will be tracked through the eEMS system managed leave.
35.00	Timesheets completed via the web interface need to have the option to auto-fill depending on pay rules (e.g. for exempt employees to do exception time entry only)	F	Calculated hours will be determined by assigned business rules and default authorized charges.
36.00	Ability for management or payroll coordinator to view status of time sheet completion to monitor progress by department.	F	
37.00	Ability to make post-payroll adjustments to correct erroneously entered data	F	Only accountants are allowed to make corrections to past timesheets.
38.00	Ability to track all days that any pay codes were used by date used.	F	
39.00	Ability to view a department's time summary by department, employee and/or pay code	F	
40.00	Ability to enter actual in/out times or elapsed time depending on employee classification.	F	
41.00	Allow approval of time on a line-by-line basis per employee or approve entire pay period.	F	Timesheets are approved as a whole bi-weekly period. Each employee is approved separately
42.00	Ability to allow entry of fractional time up to two decimal places	F	
	REPORTING / QUERYING		
43.00	Ability to create various ad hoc reports (if third-party reporting product is needed, indicate name of product)	F	A user with SQL knowledge can create reports. They database schema will be supplied if requested

44.00	Ability to support random moment in time studies for reporting purposes, based on specified dates/pay periods.	F	
45.00	Ability to track compensation time and generate reports in a user-defined period by employee.	F	
46.00	Ability to send alert or notification to employee and supervisor when vacation or compensation time accrual maximum is approaching. Cut off for vacation is 160.00 year end, comp time is going down to 80.00 in 2008 and deferred time is going down to 160.00 in 2008	F	Notification will be sent once per year on a date defined by Fort Bend County.
47.00	Ability to track pay types and generate reports on any of the pay types (used/balances).	F	
51.00	Ability to print time sheet at the employee level	F	
48.00	Ability to view/print audit tracking details (e.g., who last changed a time record)	F	
49.00	Exception reporting:		
49.01	Requested leave exceeds available accrual balance	F	
49.02	Ability to receive notification when an employee has not been paid for pay period and is not on established leave.	F	
49.03	Notification that an employee is an active employee, however no time records are being produced	F	
49.04	Capture user defined deviations such as excessive overtime or zero hours for active employees.	F	
49.05	Exception time if an employee is being paid over 80 hrs for the pay period, or if an employee is missing a day, etc.	F	
49.06	Ability to provide exception time only reporting for user specified groups. (Ad hoc reporting, various needs)	F	



ADDITIONAL REQUIREMENTS			
50.00	Auto Lunch (example: Road and Bridge employees). Automatically fill in designated time for lunch based on department guidelines (30 minutes/1 hour).	F	
51.00	When using the IVR option, utilize caller ID and block lines not able to use by each employee.	C	Caller ID will be logged but it will not prevent he user from clocking in or out.
52.00	Ability to route an email through the Time Keeping system (e.g., if employee's time is missing an entry or to alert supervisor of a discrepancy).	F	
53.00	Ability to track and carry over "off the book time" for exempt employees-maintaining a balance	F	
54.00	Ability to post and track employee/supervisor notes per pay period	F	
55.00	Timekeeping vendor must provide training for all software components and hardware devices utilizing a train-the-trainer model, with a maximum of 12 trainees.	F	
56.00	Timekeeping vendor must provide documentation for all software components and hardware devices - end user and technical documentation. Products must be thoroughly documented as to functionality and troubleshooting guidelines.	F	
57.00	Timekeeping vendor must provide support levels which meet or exceed the following:		
57.01	Toll-free phone number	F	
57.02	24/7 access	F	
57.03	Prompt response to priority 1 issues	F	
58.00	Provide a data archival process with quick retrieval of archived records.	F	



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	Name	Duration	Start	Finish	Resource Names
1	Implementation Plan	55 days? 8/4/08 8:00 AM	10/17/08 5:00 PM		
2	Projec. Start Kick-off	1 day?	10/16/08 8:00 AM	10/16/08 5:00 PM	
3	Installation	55 days? 8/4/08 8:00 AM	10/17/08 5:00 PM		
4	Test SDC on LUNA Server	1 day?	10/17/08 8:00 AM	10/17/08 5:00 PM	GHG
5	Server Install	5 days?	10/13/08 8:00 AM	10/17/08 5:00 PM	Customer
6	eCHS Software Install	2 days?	9/11/08 8:00 AM	9/12/08 5:00 PM	GHG
7	EClocks	9 days? 8/4/08 8:00 AM	8/14/08 5:00 PM		
8	Provisioning	2 days?	8/4/08 8:00 AM	8/5/08 5:00 PM	Customer
9	Installation	7 days?	8/6/08 8:00 AM	8/14/08 5:00 PM	GHG, Customer
10	EBVR - Duration TBD	0 days? 8/14/08 5:00 PM	8/14/08 5:00 PM		
11	Installation	0 days?	8/14/08 5:00 PM	8/14/08 5:00 PM	GHG, Customer
12	ESystem Configuration	28 days? 8/4/08 8:00 AM	9/10/08 5:00 PM		
13	Configuration Data	1 day?	8/4/08 8:00 AM	8/4/08 5:00 PM	Customer
14	Setup consulting	3 days?	8/5/08 8:00 AM	8/7/08 5:00 PM	Customer (50%), GHG (50%)
15	Employee/Accounting Data	7 days?	8/8/08 8:00 AM	8/18/08 5:00 PM	Customer
16	Initial load of Employee/Accounting data	7 days?	8/19/08 8:00 AM	8/27/08 5:00 PM	GHG
17	Configure Business Rules	10 days?	8/28/08 8:00 AM	9/10/08 5:00 PM	Customer, GHG
18	ECustomization	18 days? 8/8/08 8:00 AM	9/2/08 5:00 PM		
19	EDo Not Deduct Breaks Business Rule	18 days? 8/8/08 8:00 AM	9/2/08 5:00 PM		
20	Requirements	1 day?	8/8/08 8:00 AM	8/8/08 5:00 PM	Customer, GHG
21	Implementation	14 days?	8/11/08 8:00 AM	8/28/08 5:00 PM	GHG
22	Installation and Configuration	3 days?	8/29/08 8:00 AM	9/2/08 5:00 PM	GHG
23	ETraining	3 days? 9/15/08 8:00 AM	9/17/08 5:00 PM		
24	Administrator/Trainer/Supervisor	3 days?	9/15/08 8:00 AM	9/17/08 5:00 PM	GHG
25	EAcceptance Testing	7 days? 9/18/08 8:00 AM	9/26/08 5:00 PM		
26	Test file for Lawson J11 report	1 day?	9/18/08 8:00 AM	9/18/08 5:00 PM	Customer (75%), GHG (25%)
27	Create nightly job for Lawson reporting	5 days?	9/19/08 8:00 AM	9/25/08 5:00 PM	GHG
28	Test file for Lawson full	1 day?	9/26/08 8:00 AM	9/26/08 5:00 PM	GHG
29	Concurrent Run	14 days?	9/29/08 8:00 AM	10/16/08 5:00 PM	Customer
30	Go Live	1 day?	10/17/08 8:00 AM	10/17/08 5:00 PM	Customer

Section B: Fort Bend County Pricing

Year 1

1. Time and Attendance Software License

- eTSS 2,000 user license (Includes 1 year of warranty) \$20,000
 - Includes active users, non-active users do not count against the license
 - Increases in users:
 - 2100 Users: \$20,500
 - 2200 Users: \$21,000
 - 2300 Users: \$21,500
 - 2400 Users: \$22,000
 - 2500 Users: \$22,500
 - 2600 Users: \$23,000

2. Time Clocks

- 12 Genus 1 with Proximity Reader only - \$1,300/each \$15,600
- 12 Clock Installations at \$100 per clock \$1,200

3. Implementation (Project Management) \$4,000

4. Data Conversion \$3,200

5. System Integration/Interface with Lawson: \$3,200

6. System Training – Onsite training at Fort Bend County (Includes Travel Cost) \$2,320

- Recommendations for onsite training
 - Timekeeper Training: Four 2-hour sessions
 - Supervisor Training: Four 2-hour sessions
 - Accounting personnel: One – 2 hour session
 - IT Personnel: One – 2 hour session

7. eTSS Software Warranty - Year 1 included in the purchase price

8. eTSS Source Code Escrow to Iron Mountain \$2,000

9. Customization Rate (Per Hour) \$85

10. IVR Interface Customization -with existing IVR System (allowance): \$2,000

TOTAL..... \$53,520

Year 2 and Beyond Cost

1. eTSS 2,000 user license Annual Software Warranty.....	\$4,000
2. Prox Clock Warranty (\$100/clock for 12 clocks).....	\$1,200

Options for Additional Items

1. UPS Devices for Clocks (Per Clock.....	\$100
2. SIP (VoIP) telephone lines (per port/minimum of 2 ports).....	\$1,600
• Analog line requires an additional charge for the card	
• Server Provided by Fort Bend County	

Section C: Electronic Time Sheet Software

This Section defines the set of services that the GHG Corporation (GHG) shall provide to County under this Agreement.

1. Goals (in order of importance):

- Provide a robust and reliable application (eTSS)
- Dependable and knowledgeable support
- Timely response to problems, new users, and other service requests

2. Support Provider

GHG Corporation's uses a CRM tool to track tickets that document the problem/issue tracking and support cases. The GHG Corporation's Help Desk is the initial point of contact for asking questions and reporting problems.

3. Support Recipients

The target audience for the GHG Corporation's eTSS is the designated point of contact for each customer. Many support reps have extensive experience in customer configuration and eTSS functionality. This knowledge base includes all facets of the application including hardware and software supported by the product.

4. Hours of Service

Telephone and on-site support for eTSS vice will be available from 8:00 am to 6:30 pm (CST), Monday thru Friday and 10:00 am to 5:00 pm (CST) on Saturday and Sunday Off-hours problems can be reported via the GHG Corporation Help Desk voice mail (866 380 4146 ext 200) system or email (eems_support@ghg.com).

5. Service Infrastructure (for GHG hosted Customers only)

To ensure continuous IT service to the users of the eTSS software, all eTSS servers are located on the 11th floor of a downtown Houston datacenter where they are in a securely monitored, temperature controlled, and fire and flood preventive environment. eTSS servers will be in service

and monitored 24 hours a day, 7 days a week. Regularly scheduled maintenance will be performed during a regularly scheduled "maintenance window" (1st Sunday of every month). Any planned activities that will result in an extended outage will be announced one week in advance. Emergency maintenance will be performed as needed, always with the attempt to minimize disruption to customers.

All servers are connected to a clean power source, which provides continuous power to the servers to ensure that random power surges or power outages do not occur. In case of a complete power outage to the entire building, the datacenter is attached to a battery back up system that will provide roughly 1-2 days worth of power. In the case that the battery backup runs out of power, attached to the datacenter are two fuel generators that are located on the roof of the building. The datacenter has a contract with a fuel company to supply constant fuel to the generators if needed. Each eTSS database server has been configured with RAID 5 to maximize full hard drive redundancy. To prevent data loss in the case of complete hard drive failure or file corruption, all eTSS servers are backed up on a daily basis. In the case of the eTSS databases, all databases are backed up daily and copies of the backups are placed in remote storage. This methodology allows GHG to retain 3 months worth of backups.

6. Support Call/Email Turnaround Times

Expected turnaround times

- Basic Usage Functionality – 8 Business Hours
- Importing/Exporting (Problems with interface) – 2 hour resolution/does not include spec changes
- Change in Configuration Options – 8 Business Hours
- Custom Report Request – 5 to 15 Days (time of completion is dependant on the complexity of the report)
- Leave Management Issues – same business day
- Business Rule Issues – same business day
- System Generated Notifications – 1 to 2 business days
- Input Device (Proximity Clock) malfunction- 2 hour call back
- Customization Request – 2 day response with estimate

7. Problem Escalation

Not all problems are emergencies, but some are. And some problems that are not resolved expediently become emergencies (such as an email account that can't be accessed for a second day). After pursuing the standard problem reporting mechanism via our Rep creating a case number through the Help Desk, the submitter will have a support ticket created for each issue that can be used for reference. The user in this manner can progressively escalate emergency problems:

- 1st level – all calls handled by support desk (required response time is – 1 business day)
- 2nd level – account reps will be available to discuss any customizations for each customer as well as any other “outside the scope” requirements.
- 3rd level – GHG developers are available to the customer for any critical bug fixes that impact the functionality of the product
- 4th level – GHG’s lead technical person will facilitate any support need that has not been addressed in the 3 above levels.

GHG is committed to first call resolution. When a customer with a support agreement calls or emails our support desk, we strive to answer the phone or respond to emails as soon as possible, with the next available agent. Regardless, we will respond to all calls or emails within one business day. When help desk technicians are busy with another customer, they will respond to the messages and emails in the order in which they are received. However, occasionally, a customer may have system-critical issue that renders their system unusable. These calls will take priority over simple “how to” questions and other user related questions.

8. Services Covered (Support and Annual Warranty)

Customers may designate up to three customer service points of contact. GHG will accept support requests from these designated individuals. GHG’s technical Support services do not include support for the customer’s end user community. Support for customers of the GHG eTSS service consists of installing, configuring, and troubleshooting the following software and services:

- eTSS Application support
- Integration with Accounting or Payroll Software
- Email Notifications
- Business Rule Support
- Report Writing

- Import/Export processes and procedures
- Leave Management
- Direct Deposit Support
- Training
- Documentation
- GHG-Provided Hardware - - includes malfunction of clock (base unit), under normal usage/normal working environment.
- IVR Interface Support – (if applicable)

9. Limits on Scope

There will be requirements for which the standard support rep is not suited. The support defined by this SLA cannot cover all platforms, software, and services. Given the goals, the user population, and the service and support list, there must also be some limits on scope of support and a “Won’t Do” list. Here is a partial list of services that this SLA does not include:

- For Customer-Hosted configurations, customer is responsible for all servers, server operating systems, database maintenance, security and backups
- For Customer-Hosted configurations, customer is responsible for notifying GHG a minimum of 7 days in advance for any changes to configuration of server/operating system/database/IP addresses and 14 days in advance of accounting software interface.
- For Customer-Hosted configurations, customer will provide high speed (> 1 MG) remote connection (VPN) for GHG support to resolve issues.
- Network Troubleshooting
- Support for client Software beyond those products that access information on the eTSS server.
- Support will only be provided to customers that are current in payment terms (up to date on annual support)
- Hardware warranty does not cover damage to clock by Moisture, Negligence, Intentional Acts of Destruction, Tampering, Excessive Heat, Chemicals and Installation in Harsh Environments.

10. Customer Responsibilities

- Customers of the service, as part of this SLA in which the services they will receive are detailed, also have some responsibilities:
- Report problems in a timely manner, using the support email address or toll free number, including clear description of the problem, sample data, and other problem documentation.
- Use the GHG Support Reps for primary support, with requests only for more detailed or unusual support going to your implementation representative
- Make judicious use of backup/recovery services and other support services as a way to help ensure timely services remain available to all.
- Obtain customer training as a way to enhance effectiveness and to minimize questions or problems that require support intervention.

11. Cost

For hosted configurations, maintenance and product upgrades are included for the duration of the agreement. For purchased licensed customers, maintenance and upgrades are included for one year with the initial license agreement and available thereafter through a maintenance agreement, which must be purchased at prevailing rates. Maintenance and upgrades include software maintenance, problem resolution, bug fixes, enhancements, and new product releases.

12. Evergreening

Computing environments and requirements inevitably change, and this SLA needs to define an evergreening process to ensure that the support agreement keeps pace with the reality of user requirements. GHG recognizes that this SLA covers a set of services that is not all inclusive of those that may be used by the a number of email users. Changes to the service level agreement and comments regarding fulfillment of the commitments of the SLA will be solicited from the customers of the eTSS application and the support reps participating in the service.

Section D: General Terms**1. Term and Effective Date**

- 1.01 This Agreement shall not become effective until approved in writing by County
- 1.02 GHG agrees to provide the services described in this Agreement within the timeline included in this Agreement. All services provided by GHG to County shall be completed on or before January 31, 2009.

2. Compensation

- 2.01 For and in consideration of the services rendered by GHG, and subject to the limit of appropriation under Section D(6), County shall pay to GHG an amount not to exceed \$53,520.00, including reimbursable expenses, if any.
- 2.02 GHG shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any statement shall not be considered to be conclusive evidence of performance by GHG to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice.

3. Termination

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to GHG.
- 3.02 Upon receipt of such notice, GHG shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, GHG shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay GHG that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

- 4. **Insurance:** GHG shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department prior to the commencement of any services under this Agreement.

5. Notice

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or GHG at the addresses set forth below.
- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:



GHG Corporation
enriching business through engineering and IT

GHG Service Level Agreement
Debbie Sabin

A. If to GHG Corporation notice must be sent to GHG's President and General Manager:

GHG Corporation
John Denny
1100 Hercules, Suite 290
Houston, Texas 77058

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471

Heratio Rodgers
Fort Bend County Budget Office
301 Jackson, 5th Floor
Richmond, Texas 77469

5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

6. Limit of Appropriation

6.01 Prior to the execution of this Agreement, GHG has been advised by County, and GHG clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$53,520.00, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.

6.02 GHG does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that GHG may become entitled to hereunder and the total maximum sum that County shall become liable to pay to GHG hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$53,520.00, except as may be amended in writing by County.



7. Successors and Assigns

- 7.01 County and GHG bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.
- 7.02 Neither County nor GHG shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

8. Public Contact

- 8.01 Contact with any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 8.02 Under no circumstances, whatsoever, shall GHG release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

9. Compliance Standards

GHG shall render the services hereunder in accordance with the highest standards of the industry in the Greater Houston Metro Area, applicable thereto and shall use that highest degree of care and skill commensurate with the profession to the services provided under this Agreement to County. GHG shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and GHG's performance.

10. Indemnification

- 10.01 GHG SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF GHG, ITS AGENTS, CONSULTANTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF GHG OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 10.02 GHG SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY GHG, ITS AGENTS, CONSULTANT'S, CONTRACTORS OR EMPLOYEES.

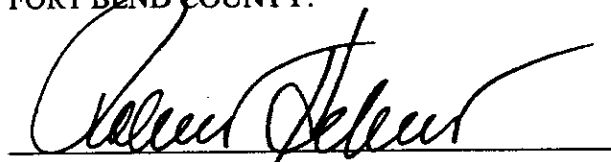
11. **Modifications:** This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

12. Miscellaneous
- 12.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 12.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.

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Section E. Execution of Service Level Agreement

FORT BEND COUNTY:



Robert E. Hebert, County Judge

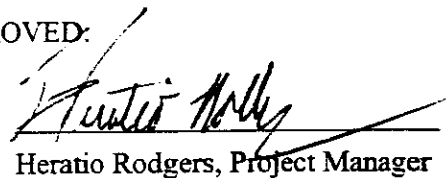
10-7-08

Date

Attest:

Dianne Wilson, County Clerk

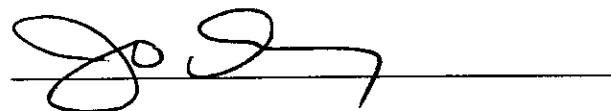
APPROVED:

By: 
Heratio Rodgers, Project Manager

10-15-08

Date

GHG Corporation



9/10/08

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$53,520 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

GHG CORPORATION STANDARD SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (THIS "AGREEMENT"), MADE AND ENTERED INTO BY AND BETWEEN GHG CORPORATION, A TEXAS CORPORATION (HEREINAFTER "GHG"), AND FORT BEND COUNTY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF TEXAS ACTING BY AND THROUGH THE FORT BEND COUNTY COMMISSIONERS COURT (HEREINAFTER REFERRED TO AS "YOU.")

1. **GRANT OF LICENSE.** GHG CORPORATION GRANTS YOU A NONEXCLUSIVE AND LIMITED LICENSE TO USE THE SOFTWARE SOLELY FOR YOUR INTERNAL BUSINESS PURPOSES AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE SOFTWARE IS LICENSED, NOT SOLD, TO YOU.
2. **OWNERSHIP.** GHG CORPORATION RETAINS ALL RIGHT, TITLE AND INTEREST IN AND TO THE SOFTWARE AND ALL COPIES AT ALL TIMES, REGARDLESS OF THE FORM OR MEDIA IN OR ON WHICH THE ORIGINAL OR OTHER COPIES MAY SUBSEQUENTLY EXIST. YOU NEITHER OWN NOR HEREBY ACQUIRE ANY CLAIM OR RIGHT OF OWNERSHIP TO THE SOFTWARE OR TO ANY RELATED PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY. YOU AGREE TO USE REASONABLE EFFORTS TO PREVENT AND PROTECT THE CONTENTS OF THE SOFTWARE FROM UNAUTHORIZED DISCLOSURE OR USE. GHG CORPORATION AND/OR ITS SUPPLIER'S RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.
3. **COPYRIGHT.** THE SOFTWARE IS COPYRIGHTED BY GHG CORPORATION AND/OR ITS SUPPLIERS AND IS PROTECTED BY UNITED STATES COPYRIGHT AND PATENT LAWS AND INTERNATIONAL TREATY PROVISIONS. YOU MAY NOT COPY THE SOFTWARE EXCEPT TO INSTALL THE SOFTWARE COMPONENTS LICENSED BY YOU, AS SET FORTH IN SECTIONS 2 AND 3, ON TO COMPUTERS AS PART OF EXECUTING THE SOFTWARE. SOLELY WITH RESPECT TO THE DOCUMENTATION INCLUDED WITH THE SOFTWARE, YOU MAY MAKE A REASONABLE NUMBER OF COPIES (EITHER IN HARDCOPY OR ELECTRONIC FORM). PROVIDED THAT SUCH COPIES SHALL BE USED ONLY BY LICENSED END USERS IN CONJUNCTION WITH THEIR USE OF THE SOFTWARE AND ARE NOT REPUBLISHED OR DISTRIBUTED TO ANY THIRD PARTY. YOU MUST REPRODUCE AND INCLUDE ALL COPYRIGHT NOTICES, TRADEMARKS OR OTHER PROPRIETARY LEGENDS OF GHG CORPORATION ON ANY COPY OF THE SOFTWARE OR DOCUMENTATION MADE BY YOU. ANY AND ALL OTHER COPIES OF THE SOFTWARE MADE BY YOU ARE IN VIOLATION OF THIS LICENSE AGREEMENT.

4. **RESTRICTIONS.** EXCEPT AS EXPRESSLY PERMITTED BY THIS LICENSE AGREEMENT YOU MAY NOT: (A) LEASE, LOAN, RESELL, SUBLICENSE, OR OTHERWISE DISTRIBUTE THE SOFTWARE; (B) USE THE SOFTWARE ON A TIMESHARING BASIS OR TO OPERATE A SERVICE BUREAU FACILITY OR PROVIDE HOSTED SERVICES FOR THE BENEFIT OF THIRD-PARTIES; (C) MODIFY OR TRANSLATE THE SOFTWARE EXCEPT AS NECESSARY TO CONFIGURE THE SOFTWARE USING THE MENUS, OPTIONS AND TOOLS PROVIDED FOR SUCH PURPOSES AND CONTAINED IN THE SOFTWARE; (D) IN ANY WAY REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE THE SOFTWARE OR ANY PORTION THEREOF EXCEPT TO THE EXTENT AND FOR THE EXPRESS PURPOSES AUTHORIZED BY APPLICABLE LAW NOTWITHSTANDING THIS LIMITATION; (E) SUBLICENSE, ASSIGN, RENT, SELL, LEASE, DISTRIBUTE OR OTHERWISE TRANSFER THE SOFTWARE OR ANY OF THE RIGHTS GRANTED BY THIS LICENSE AGREEMENT WITHOUT THE EXPRESS WRITTEN PERMISSION OF GHG CORPORATION; (F) USE THE SOFTWARE TO DEVELOP A PRODUCT WHICH IS COMPETITIVE WITH ANY GHG CORPORATION PRODUCT OFFERINGS; (G) USE THE SOFTWARE TO DEVELOP A PRODUCT THAT CONVERTS THE REPORT FILE FORMAT TO AN ALTERNATIVE REPORT FILE FORMAT USED BY ANY GENERAL-PURPOSE REPORT WRITING, DATA ANALYSIS OR REPORT DELIVERY PRODUCT THAT IS NOT THE PROPERTY OF GHG SOFTWARE CORPORATION; (H) ALTER, DISASSEMBLE, DECOMPILE, TRANSLATE, ADAPT, OR REVERSE-ENGINEER THE REPORT FILE (.RPT) FORMAT; (I) USE UNAUTHORIZED KEY CODES TO ACCESS ADDITIONAL SOFTWARE FUNCTIONALITY OR PERFORMANCE; OR (J) DISCLOSE ANY SOFTWARE BENCHMARK RESULTS TO ANY THIRD PARTY WITHOUT GHG CORPORATION' PRIOR WRITTEN APPROVAL. IF YOU WISH TO DEVELOP AND/OR TEST AN INTERFACE TO THE SOFTWARE OR MERGE THE SOFTWARE WITH ANY OTHER SOFTWARE, YOU SHALL INFORM GHG CORPORATION. GHG CORPORATION, AT ITS OPTION, MAY PROVIDE YOU WITH INFORMATION SUFFICIENT TO ENABLE INTEROPERABILITY BETWEEN THE SOFTWARE AND SUCH OTHER SOFTWARE OR PRODUCTS.
5. **DISCLAIMER OF WARRANTY.** GHG CORPORATION DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR USE OF THE SOFTWARE. THE SOFTWARE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. GHG CORPORATION EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. GHG SOFTWARE

CORPORATION DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE AND SUCH THIRD PARTY SOFTWARE.

6. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GHG CORPORATION BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF GHG SOFTWARE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GHG CORPORATIONS AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE PRODUCT LICENSE FEES PAID BY YOU FOR THE PRODUCT OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT.

7. **TERMINATION.** THIS AGREEMENT IS EFFECTIVE UNTIL TERMINATED. YOU MAY TERMINATE THIS LICENSE AGREEMENT AT ANY TIME BY UNINSTALLING THE SOFTWARE AND DESTROYING ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION. GHG CORPORATION MAY TERMINATE THIS AGREEMENT AND YOUR USE OF THE SOFTWARE AT ANY TIME. SECTIONS 5 AND 6 SHALL SURVIVE ANY TERMINATION OF THIS LICENSE AGREEMENT.

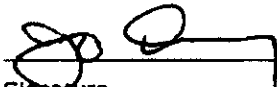
8. **GENERAL.** EXCEPT AS OTHERWISE PREEMPTED BY UNITED STATES FEDERAL LAW, THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS, UNITED STATES, WITHOUT REFERENCE TO CONFLICT OF LAWS PROVISIONS OR THE UNITED NATIONS 1980 CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND ANY AMENDMENTS THERETO. IF ANY PROVISION OF THIS AGREEMENT IS RULED INVALID, SUCH INVALIDITY SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THIS AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND GHG CORPORATION, AND SUPERSEDES ANY PRIOR AGREEMENT, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING DULY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH OF THE PARTIES. IF YOU ARE ACQUIRING THE SOFTWARE ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

9. **U.S. GOVERNMENT RESTRICTED RIGHTS.** THE SOFTWARE IS A "COMMERCIAL ITEM," AS THAT TERM IS DEFINED AT 48 C.F.R. 2.101 (OCT. 1995). CONSISTING OF "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION," AS SUCH TERMS ARE USED IN 48 C.F.R. 12.212 (SEPT. 1995). CONSISTENT WITH 48 C.F.R. 12.212 AND 48 C.F.R. 227.7202-1 THROUGH 227.7202-4 (JUNE 1995) (OR AN EQUIVALENT PROVISION, E.G., IN SUPPLEMENTS OF VARIOUS U.S. GOVERNMENT AGENCIES, AS APPLICABLE). ALL U.S. GOVERNMENT USERS ACQUIRE THE SOFTWARE WITH ONLY THOSE RIGHTS SET FORTH HEREIN. MANUFACTURER IS GHG CORPORATION, 1100 HERCULES AVENUE, SUITE 290, HOUSTON, TEXAS 77058-2760
10. **EXPORT CONTROLS.** YOU ACKNOWLEDGE THAT THE SOFTWARE IS OF U.S. ORIGIN. YOU AGREE TO COMPLY WITH ALL APPLICABLE INTERNATIONAL AND NATIONAL LAWS THAT APPLY TO THE SOFTWARE, INCLUDING THE U.S. EXPORT ADMINISTRATION REGULATIONS, AS WELL AS END-USER, END-USE AND DESTINATION RESTRICTIONS ISSUED BY U.S. AND OTHER GOVERNMENTS.
11. **CONFIDENTIALITY OF USER DATA.** LICENSOR AGREES TO MAINTAIN THE CONFIDENTIALITY OF ANY DATA RELATING TO THE USAGE OF THE LICENSED MATERIALS BY LICENSOR AND ITS AUTHORIZED USERS. SUCH DATA MAY BE USED SOLELY FOR PURPOSES DIRECTLY RELATED TO THE LICENSED MATERIALS AND MAY ONLY BE PROVIDED TO THIRD PARTIES IN AGGREGATE FORM. RAW USAGE DATA, INCLUDING BUT NOT LIMITED TO INFORMATION RELATING TO THE IDENTITY OF SPECIFIC USERS AND/OR USES, SHALL NOT BE PROVIDED TO ANY THIRD PARTY.



IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES
TO EXECUTE THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

GHG Software Corporation


Signature

John Denny - PRESIDENT
Printed Name & Title

9/10/09
Date

Robert E. Hebert, County Judge

Signature

Date

Attest:

Dianne Wilson, County Clerk