



CASEWORTHY ADDITIONAL SERVICES ORDER FORM

Order Form and Statement of Work for CaseWorthy Application and Professional Services
CaseWorthy Reference No.: FORTBEND012020

Between

CaseWorthy, Inc.
3995 South 700 East, Suite 420
Salt Lake City, UT 84107 (“CaseWorthy”)

And

Fort Bend County
301 Jackson Street
Richmond, TX 77479 (“Customer”)

1. ORDER FORM AND AGREEMENT(S): This Order Form and Statement of Work (hereinafter “Order Form” and/or “SOW”) as issued by CaseWorthy is an offer by CaseWorthy. When signed and returned to CaseWorthy by Customer on or prior to the offer expiration date, it becomes a binding agreement for the CaseWorthy Application(s) (if applicable) or Professional Services (if applicable) or both listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: February 26, 2020

This Order Form is governed by and incorporates the agreement(s) between CaseWorthy and Customer (hereinafter “Agreement”) in effect as of February 04, 2014, and has been renewed, and if any terms and conditions of any of the Agreement’s documents conflict with the terms and conditions of this Order Form, this Order Form will control. Customer has had the opportunity to review the referenced and incorporated Agreement prior to executing this Order Form. All defined terms in the Agreement used in this Order Form have the meaning stated in the Agreement.

2. CASEWORTHY APPLICATION AND PROFESSIONAL SERVICES

2.1 Excess Use: Customer’s use of the Application(s) is subject to the Agreement, including the Usage Metrics and their volume stated herein. Any use of the Application(s) that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. CaseWorthy may invoice and Customer will pay for excess use based on applicable pricing in the Order Form.

2.2 CaseWorthy Professional Services: When applicable, the table in this Section 2 shows the purchased Professional Services, non-recurring services, and fees. CaseWorthy will provide the Professional Services or non-recurring services subject to the terms of this Order Form, or when applicable, a Statement of Work (SOW) and a Master Services Agreement. CaseWorthy’s obligation to provide the Professional Services will end upon expiration of the Subscription Term unless otherwise stated in the applicable service description, or when applicable, an SOW and an MSA.

2.3 CaseWorthy Pricing Table:

PRODUCT OR SERVICE	QUANTITY	RATE	PRICE Y1	PRICE Y2	PRICE Y3	3-YEAR TOTAL
Annual Software Fees¹						
Web Portal User License ^{1,2}	10,000 Users	\$10,000	\$1,667	\$10,400	\$10,816	\$22,883

Total of Annual Software Fees			\$1,667	\$10,400	\$10,816	\$22,883
One-Time Set-Up Fees						
Web Portal Set-Up	1	\$20,000	\$20,000			\$20,000
Total of Set-Up Fees			\$20,000			\$20,000
Professional Services	HOURS					
Needs Analysis/Discovery/Project Plan	24	\$165	\$3,960			\$3,960
Project Management	24	\$165	\$3,960			\$3,960
Configure Portal	100	\$165	\$16,500			\$16,500
Total of Professional Services Fees		\$165	\$24,420	\$0	\$0	\$24,420
Additional Charges & Discounts	QUANTITY					
Services Discount			-\$2,220			-\$2,220
Total of Additional Charges & Discounts			-\$2,220	\$0	\$0	-\$2,220
Annual Cost			\$43,867	\$10,400	\$10,816	\$65,083

TABLE KEY:

¹ = The CaseWorthy Web Portal License fee includes maintenance and support and each license is for a maximum of 10,000 users.

² = The yearly Web Portal License rate is \$10,000. However, Fort Bend County’s renewal term began May 01, 2019 and therefore, to align with the CaseWorthy license term, this price for Year 1 $\$10,000/12 = \833.33 per month. Months left in term – 2 months ($\$833.33 * 2 = \$1,667$)

3. PAYMENT AND INVOICES

3.1 Fees and Invoicing: Unless this Order Form states otherwise, when applicable, annual fees for the Application(s) following the first year of the Agreement will be invoiced by CaseWorthy and paid by Customer in twelve monthly payments per year in advance on a Net-30 payment schedule. Fees for the Professional Services will be invoiced by CaseWorthy and paid by Customer on a Net-30 payment schedule unless otherwise stated in an SOW and an MSA. Customer purchase orders are for administrative convenience and not a condition of payment. Payment for annual Application(s) fees is not dependent upon completion of any Professional Services. Customer may not withhold any amounts due hereunder and CaseWorthy reserves the right to cease work without penalty if amounts are not paid when due. Any late payment will be subject to any costs of collection and will bear interest at the rate of one (1) percent per month or fraction thereof until paid. CaseWorthy may provide invoices to an email address provided by Customer. Unless otherwise negotiated by the Parties, except for fee increases applied under Section 3.2, Application(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Application(s) and Usage Metrics. Pursuant to IRS guidelines, Customer will reimburse CaseWorthy for all pre-approved (by Customer) and appropriately-documented travel costs and related expenses incurred by CaseWorthy in performing any Professional Services for the Application(s).

3.2 Fee Increases: At the beginning of each renewal term, which follows this current Subscription Term, CaseWorthy may increase fees to reflect annual increases in consumer and business prices or costs. This increase will not exceed 4.0% per annum unless CaseWorthy provides at least sixty (60) days of notice of an increase exceeding 4.0% per annum before the next subscription year term begins. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of CaseWorthy’s right to do so. CaseWorthy may increase fees if Customer elects to reduce the Application(s) or Usage Metrics for any renewal term.

3.3 PRICE: When applicable, particularly for additional purchased Application services, the first-year contract amount, pursuant to this Order Form is:

\$43,867

When applicable, after Customer's implementation is complete or once Customer's users (and not just Customer's system administrators) begin to use the Application licenses, Years two and beyond will be billed in twelve monthly payments per year in advance, pursuant to pricing provided within this Order Form. As part of the contract process, Customer will supply CaseWorthy a copy of its sales and use tax exemption certificate, when applicable.

3.4 EXPENSES AND TAXES (if applicable): Prices quoted for Professional Services for implementations may include two visits to Customer location(s); however, onsite visits may not be necessary for other types of Professional Services. Onsite meetings will require reimbursement to CaseWorthy for its reasonable and necessary costs of travel, which is generally \$1,500 (flat rate) for each visit, and out-of-pocket costs for photocopying, overnight courier, unusual long-distance telephone calls, and the like. All non-local trips must be approved by Customer before commencing. Any applicable sales tax is to be paid by Customer.

3.5 INVOICES: First-year contract fees will be invoiced according to the following payment schedule:

Deposit upon contract execution:	\$21,933.50
Upon exhaustion of half the PS hours quoted for this engagement:	\$10,966.75
Professional Services Project Completion Date:	\$10,966.75

4. AUTHORIZED ADMINISTRATORS: Customer contacts for order confirmation and system notices are governed by the Agreement's terms and conditions. If the Agreement is silent with respect to Customer contacts, the Parties will establish the proper communication channels for system notices and order confirmations.

5. STATEMENT OF WORK FOR IN-SCOPE PROFESSIONAL SERVICES

5.1 Scope of Work Preamble: This Section 5 provides the contracted project Professional Services for CaseWorthy products and associated project services that are in scope for Customer. For each of the Professional Services provided within Section 5.2 and its subsections, CaseWorthy has estimated a number of Professional Services hours. The total amount of Professional Services hours for the project may not be exceeded without a change order and its associated pricing (the form of which is provided within this Order Form) being mutually approved by the Parties. For each of the Professional Services provided, the hours may increase or decrease, based upon the requirements of the project engagement, but the total amount of hours quoted will not increase or decrease without a mutually-approved change order. When the total amount of hours for the project have been exhausted, CaseWorthy will cease all Professional Services work unless a mutually-approved change order is executed by the Parties for CaseWorthy to provide additional Professional Services. If CaseWorthy has satisfactorily completed all project tasks without exhausting the total amount of Professional Services hours for the project, Customer will receive a credit or refund (when applicable) for those remaining hours, or Customer will not be invoiced for those remaining hours.

CaseWorthy's Professional Services process may involve formal scoping and discovery work with Customer that may result in the drafting of a requirements document or project plan or both, which when mutually approved by the Parties, there may be a need to amend this SOW to ensure consistency with a requirements document or project plan or both. The Professional Services to be delivered by CaseWorthy for this engagement are provided in Section 5.2 and its possible subsections herein.

5.2 Scope of Professional Services:

5.2.1 Project Management Scope:

PLANNING: CaseWorthy project management responsibilities may include the following activities throughout the project life cycle:

- Defining and clarifying project scope;
- Creating a risk assessment strategy to identify project risks and their mitigation plans;
- Developing and managing the overall project plan;
- Identifying key milestones; and
- Establishing project governance structure to review project progress and channel escalations.

ORGANIZING: With Customer's structure in mind, CaseWorthy project management may organize the project by:

- Working with Customer to define the organizational structure of the project team;
- Identifying roles and responsibilities;
- Identifying services to be provided by external companies and vendors;
- Working with Customer to staff project positions; and
- Procuring sign-offs, including:
 - Configuration sign-off: CaseWorthy sign-off document required before final Customer-testing can begin;
 - Testing sign-off: CaseWorthy sign-off document required before CaseWorthy can migrate to *Production*; and
 - Production readiness sign-off.

LEADING: CaseWorthy project management will work with Customer's project team to provide clear and consistent communication, with activities to drive the project, which may include:

- Managing conflict resolution and triaging project escalations; and
- Setting team direction:
 - Coordinating activities across different organizational functions; and
 - Assigning resources appropriately.

CONSULTING: CaseWorthy project management may incorporate measuring, evaluating, and correcting project progress throughout the project timeline by:

- Developing weekly status reports to summarize progress, high-lighting risks and issues, and defining next steps and Customer action items;
- Conducting weekly status meetings to discuss action items and tasks scheduled for completion in the upcoming weeks;
- Conducting weekly configuration/functional calls that may be driven by a CaseWorthy Professional Services consultant with Customer's project manager (PM) receiving feedback on issues/risks/action items;
- Having internal stakeholder meetings that will be driven by Customer's PM with the CaseWorthy PM receiving feedback on the outcome of the meeting and status on action items/risks; and
- Ensuring that Customer's PM facilitate meetings with third-party vendors as needed.

5.2.2 Data Conversion (Extract, Transform, and Load) Services (when in scope):

1. It is Customer's responsibility to map the data from their source system to CaseWorthy's specifications. CaseWorthy will not fix, map, or modify any incoming data.
2. Customer will choose one of three formatting options for the incoming data (Excel, SQL staging, or SQL target). Once the Extract, Transform, and Load (ETL) process has begun, the format cannot be changed. Requests for

format changes after the ETL process has begun may be subject to additional charges via a change order (the form of which is provided herein).

3. The task of validating the data is the responsibility of Customer. CaseWorthy will provide import results and guidance to assist with the validation, but the actual validation must be conducted by Customer.
4. Once Customer's system has gone live, CaseWorthy will consider the ETL to be complete. Any request for imports to occur after go-live may be subject to additional charges.
5. Customer should communicate with the ETL team via the project manager, who is primarily responsible for answering Customer questions and monitoring the time spent on the project overall.
6. Any scheduled meeting time specifically dedicated to the ETL project should be reserved for questions and/or troubleshooting that requires the attention of CaseWorthy's resources. Customer is responsible for having internal discussions, as much as possible, outside of these scheduled meeting times.

5.3 High-Level Project Attributes and Assumptions:

- Application will be deployed in U.S. English only.
- CaseWorthy did not conduct a detailed scoping session to determine project scope; CaseWorthy assumed that the proposed project scope will meet Customer's requirements.
- CaseWorthy will generally conduct one kick-off meeting at customer-determined site with all customer resources present at kick-off for needs discovery purposes, followed by a second on-site visit for go-live purposes.
- Kick-off activities to cover all Professional Services in scope as indicated.
- Application will be configured in *Test*, *Train*, and *Production* databases only; all three environments are available as part of this agreement.
- Customer will identify a small number of system administrators to support the software service after the project described in this SOW is complete. They will be responsible for ongoing employee data uploads and general user support questions.
- When necessary, Customer's PM will work with CaseWorthy to establish a project plan and manage issues and action items throughout the project.
- Customer will ensure its staff has the appropriate skills and experience to complete assigned project tasks. If any Customer personnel fail to perform as required, Customer will provide suitable additional or alternative staff.
- Unless otherwise stated within this SOW, for any Professional Services work that involves field-mapping for reports, whether reports customizations or configurations or SSRS MS report training within the CaseWorthy solution, Customer is responsible for that field-mapping. If Customer is incapable or unwilling to perform the field-mapping, Customer has the option to engage CaseWorthy to perform the field-mapping or provide training to Customer to enable Customer to perform the field-mapping, which will be billed accordingly.
- Customer is responsible for all decommissioning activities to legacy applications and services.
- Customer will be responsible for communicating the vision, goals, and business case of the program to applicable employees; CaseWorthy does not provide change management services.
- CaseWorthy and Customer will facilitate the establishment and management of a project steering committee or governance structure or both, as needed.
- This SOW is based on current application features only; configuration of future enhancements or enhancements released during the duration of the project are not included.

5.4 Mutual Cooperation: Customer acknowledges that its timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "Cooperation") are essential to performance of these Professional Services, and that CaseWorthy shall not be liable for any deficiency in performing said Professional Services if such deficiency results from Customer's failure to provide full Cooperation. CaseWorthy shall inform Customer in writing of any lack of Cooperation that may affect the progress of the Professional Services. If after being informed, the problems are not cured by Customer within a commercially-reasonable amount of time, CaseWorthy reserves all rights expressly

provided within the Agreement and will also have the option to suspend performance of this project. In the event of a suspension of this project, Customer will have the option to engage CaseWorthy to complete the project upon the execution of a mutually-approved SOW subject to CaseWorthy's current Professional Services rates.

5.5 Project Change Control: Throughout this project, new information may surface that may necessitate a change in business requirements or a change in the technical environment. These changes may result in a change in project scope and therefore affect the estimated level of effort, project timeline, or software service features. Any such changes will require a change order, which either Customer or a CaseWorthy team member will complete. Change orders may result in additional fees. CaseWorthy may also charge for the time required to scope complex requests. CaseWorthy will advise Customer of the price estimate if a charge will apply.

If a change order is needed, either Customer or CaseWorthy may use its change order form, provided the other Party approves of said form. If Customer initiates a change order request, Customer is required to complete the change order request and submit said change order request to CaseWorthy for review. CaseWorthy will not be responsible for drafting change order requests if Customer's employees, contractors, or agents orally communicate a change order request to CaseWorthy.

A completed change order form includes the requested change, the impact on the current engagement, and the estimated resources, time, and fees to implement the change order. A Party will submit the completed change order form to the other Party for review and approval. Change order estimates will remain valid for a period of ten business days from the date of submission. If CaseWorthy submits a change order to Customer and Customer does not approve the change order form within the ten (10) business days, the change estimate will automatically expire unless CaseWorthy has extended the period of validity in writing. Upon receipt of written approval, the CaseWorthy team will begin work on the requested change according to the agreed-upon schedule. In addition to Appendix A, CaseWorthy's Change Order form, the Customer Acceptance and Sign-Off Form is provided in Appendix B.

5.6 Issue Management: The goal of issue management is to prevent issues from having an adverse effect on the project. The resolution of an issue could affect any aspect of the project including scope, costs, benefits, risks, project organization, and schedule. It is critical to identify and document issues as early as possible, assign ownership, define follow-up dates, and track issue resolution. CaseWorthy will track issues using a project issues log. High-impact issues could have an adverse impact on project schedule and overall success. The team should track high-impact issues closely. If an issue is categorized as high impact, the team should escalate it within the project structure so that it is visible to executive management and every effort is made to resolve it.

SIGNATURES

The Parties agree that a facsimile of this Order Form shall be considered as the original, and that such facsimile, when counter-signed by the other Party, and any copy thereof, shall be as legally binding as the original.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20__.

CASEWORTHY, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CaseWorthy, Inc.

Fort Bend County

3995 South 700 East, Suite 420

301 Jackson Street

Salt Lake City, Utah 84107

Richmond, TX 77479

DISCLAIMER

CaseWorthy, Inc.

Tel.: (877) 347-0877

Fax: (801) 207-8350

www.caseworthy.com

Copyright © 2018 CaseWorthy, Inc. All rights reserved.

This document is provided for information purposes only. Any named resource or procedure described here may be modified at any time without notice.

This document is not warranted to be error-free, nor is it subject to any other warranties or conditions. CaseWorthy specifically disclaims any liability with respect to this document and no contractual obligations are formed either directly or indirectly by this document unless this Order Form is a final version mutually approved by both Parties.