

On this the \_\_\_\_\_ day of \_\_\_\_\_ 2022/2023 , the Commissioners' Court, with the following members being present:

Form BO1  
Revised 10/2005



960 Clear Lake City Blvd  
Webster TX 77598  
281.488.8806 (P)  
281.488.1838 (F)

Quote Date:	3/1/2023
Valid Until:	5/1/2023
Prepared for:	<b>Fort Bend County – Election Workers</b>
Prepared by:	Idris Johnson

## GHG Clockwise Subscription Agreement (GHG or Self-Hosted)

User Quantity	Unit Price (Per User)	Product /Package Options	Month-To-Month Fee	Annual Subscription
100	\$1.50	Current Fort Bend County Clockwise Package <ul style="list-style-type: none"><li>Employee Import for Mass Activate and Deactivate of users</li><li>Monthly Active User count report</li><li>Employees only charging to Reg Hours</li><li>No Need for special business rules</li></ul>	\$150	<b>\$1,800</b>
Please Check this box for the Pilot Option <input type="checkbox"/>	<b>30 – Day Pilot Period</b>		\$0 for the month March (Early Voting Testing period)	Pilot period ends 30 days after the effective date. Billing will begin on May 1, 2023 (Clockwise hosted Rate above)
<b>Setup to maintain monthly active user pricing:</b>				
<ul style="list-style-type: none"><li>May 2023 Election Workers test site will be hosted on GHG Servers</li><li>_____ Fort Bend date to move site to their servers (Optional)</li><li>Monthly Active User account is generated monthly by Fort Bend Staff and/or Clockwise Billing</li><li>No additional maintenance fee for this new site</li><li>Only invoice Fort Bend for the accurate active users within an invoice period</li></ul>				
<b>Setup Includes</b> (1) Data Load (2) Site Configuration (3) Unlimited Technical Support (4) Training				

### TYPE OF SUBSCRIPTION

☐ Month-to-Month

☐ Year-to-Year

**BILLING INFORMATION** - Your initial billing begins the day we receive your signed agreement and will be based on the estimate of your number of users above. An invoice will be emailed to you at the billing contact identified below. **Definition of a “user”** - anyone who has a user name in the system and is “active” is considered a user and requires a license. A user with the Client role is not considered as a paid user. **Month-to-Month Option** - The subscription fee will be charged in advance for a given calendar month and will be based on the maximum



number of Users during the immediately preceding calendar month. **Year-to-year Option** - The subscription fee will be charged in advance for a given calendar 12-month period and will be based on the current number of Users during the immediately preceding 12-month period.

#### GHG CORPORATION

By: Idris Johnson

Clockwise Director of Sales

Date: March 1, 2023

#### TERMS AND CONDITIONS

You hereby agree to all of the terms and conditions set forth in Exhibit A attached hereto, which terms and conditions are incorporated herein by reference.

#### ACCEPTANCE

By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

#### BILLING/CONTACT DETAILS

**NOTE:** All fields are required

Company Name \_\_\_\_\_

Billing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Billing Point of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

In the event that the information above changes, please contact GHG's billing office with correct information. Billing can be reached via email at [billing@goclockwise.com](mailto:billing@goclockwise.com) or by phone at 281.488.8806 ext. 148.

NOTE: Please retain a full copy of this entire document. Fax or email completed and signed document to (281) 488-1838 or [idris.johnson@goclockwise.com](mailto:idris.johnson@goclockwise.com)

#### Exhibit A (Terms and Conditions)

This GHG Clockwise Subscription Agreement, including these Terms and Condition (this "Agreement"), is entered into by and between GHG Corporation and you on and effective as of the date indicated on below your signature on page 1 hereof.

GHG Corporation, or its subsidiary or affiliate entity ("GHG"), is pleased to provide you with use of the GHG's online, web-based time sheet management services using GHG's proprietary electronic Time Sheet Solution (the "Service").

#### 1. Overview; Pricing

The Service is offered and priced on a "Month-to-Month" and "Year-to Year" subscription basis. Month-to-Month



pricing is per User per month at the per User price set forth on the pricing table on page 1 hereof payable in advance with a minimum charge based on having at least fifteen (15) Users. Year-to-Year pricing is per User per year at the per User price set forth on the pricing table on page 1 hereof payable in advance with a minimum charge based on having at least fifteen (15) Users.

If you have selected a Month-to-Month subscription (as indicated on the on page 1 hereof), the fee to be charged in advance for the Service for a given calendar month will be based on the maximum number of Users accessing the Service during the immediately preceding calendar month. If the actual number of Users for that given calendar month is more or less than the number of Users used in the original fee calculation, an adjustment will be made for the next month's advance charges. Your initial month's billing will be based on the estimate of your number of Users for that month (as reflected on the pricing table on page 1 hereof).

If you have selected a Year-to-Year subscription (as indicated on the on page 1 hereof), the fee to be charged in advance for the Service for the initial one-year term will be based on the initial estimate of your number of Users for that year (as reflected on the pricing table on page 1 hereof). Pricing for subsequent one-year renewal terms will be based on the current number of Users accessing the Service during the immediately preceding one-year term. In addition, if the actual number of Users in any given calendar month during a given year exceeds the number of Users on which the annual fee for that year was based, you will be billed for the additional Users at the applicable monthly per User fee (without discount). The annual fee paid in advance for a Year-to-Year pricing subscription is not refundable for any reason.

If you have selected a Year-to-Year subscription (as indicated on the on page 1 hereof) and wish to add one or more additional product features, (i) you will notify GHG and GHG will promptly provide access to the additional product features, (ii) at that time, you will be charged the additional fees for the additional product features prorated for the number of days left in current 12-month term and (iii) thereafter, your annual fee charged in advance for the Service for subsequent renewal terms will reflect these additional fees. If you have selected a Year-to-Year subscription (as indicated on page 1 hereof), and wish to delete one or more additional product features, you cannot do so mid-term but can do so for the next one-year renewal term as long as you provide GHG with written notice of same at least forty five (45) days' prior to the end of the then current term in which case (i) you will not have access to the deleted additional product features during subsequent one-year renewal terms and (ii) the fee to be charged in advance for the Service for subsequent one-year renewal terms will not include fees for the deleted additional product features.

The Month-to-Month and Year-to-Year subscription pricing discussed above includes two (2) hours of initial User training at no additional charge. To the extent such training hours are exceeded, you may be charged an additional fee at GHG's quoted amount. If such training is required to be on-

site at your location, you will also be charged for GHG's travel, meals and lodging expenses incurred in connection with providing such on-site training. In addition, the Month-to-Month and Year-to-Year subscription pricing discussed above assumes a certain level of disk storage space per User to be provided to you at no additional charge. If the overall amount of disk storage required by you exceeds these assumed levels, GHG reserves the right to charge you an additional storage fee based on its the then-current storage fees.

## **2. Charges and Payment of Fees**

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable (which fees and charges will depend on the pricing option selected and the number of Users at the time of billing).

If you selected a Month-to Month subscription, you will be billed monthly in advance as explained more fully in Section hereof. If you selected the Year-to-Year pricing option, you will be billed annually in advance as explained more fully in Section. All payment obligations are non-cancelable and all amounts paid are nonrefundable. GHG reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days' prior notice to you, which notice may be provided by e-mail. List of additional fees: (1) returned check fee: \$25 (2) reconnect fee: \$100 (3) late fee: \$10 (4) credit card reprocessing fee: \$25 (5) shipping fee: 10% of hardware cost. All pricing terms are confidential, and you agree not to disclose them to any third party.

## **3. Billing**

GHG charges and collects in advance for use of the Service. If you have selected a Month-to-Month subscription, GHG will invoice you on or around the first day of each calendar month detailing such charges. If you have selected a Year-to-Year subscription, (i) for the initial one-year term, GHG will invoice you on or around the date of your execution of this Agreement detailing such charges; (ii) for each one-year renewal term thereafter, GHG will invoice you on or around the date that this Agreement has been deemed to renew in accordance with Section 1 hereof and will concurrently submit an invoice to you electronically detailing such charges and (iii) for any additional charges incurred for additional Users or otherwise, GHG will invoice you on or around the first day of the calendar month following the month in which such additional charges were incurred detailing such charges.

You agree to at all times provide GHG with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Service administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, GHG reserves the right to terminate your access to the Service in addition to any other legal remedies. If you believe your bill is incorrect, you must contact GHG in writing within 30 days of the invoice date of the invoice



containing the amount in question to be eligible to receive an adjustment or credit.

#### **4. Term; Termination**

The term of this Agreement commences on the date that you execute this Agreement. If you have selected a Month-to-Month subscription, the term of this Agreement will automatically continue on a month-to-month basis unless and until you notify GHG in writing that you wish to terminate this Agreement. Such termination shall be effective as of the last day of the calendar month following the month in which the termination notice was received by GHG. For example, if GHG receives a termination notice from you on June 10, the effective date of termination will be July 31.

If you have selected a Year-to-Year subscription, the term of this Agreement will automatically continue on a year-to-year basis unless and until you notify GHG in writing that you wish to terminate this Agreement. If such termination notice is received at least forty five (45) days before the end of the initial or any one-year renewal term, the effective date of such termination will be the last day of that one-year term. If such termination notice is received less than forty five (45) days before the end of the initial or any renewal one-year term, the effective date of such termination will be the last day of the following one-year term.

In the event this Agreement is terminated (other than by reason of your breach), GHG will make available to you a file of the Customer Data within 90 days of termination if you so request at the time of termination in accordance with Section 4 hereof. You agree and acknowledge that GHG has no obligation to retain the Customer Data, and may delete such Customer Data, more than 90 days after termination. Upon the termination of this Agreement for any reason, all licenses granted to you by GHG hereunder shall immediately and automatically terminate, shall be deemed revoked and shall be of no further force or effect. You will be charged an additional fee for GHG providing you with the requested Customer Data at GHG's then quoted rates and will be responsible for providing the media, if any, on which the Customer Data is provided.