STATE OF TEXAS §

§

COUNTY OF FORT BEND §

THIRD AMENDMENT TO GHG SERVICE LEVEL AGREEMENT

THIS THIRD AMENDMENT to the GHG Service Level Agreement is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and GHG Corporation (hereinafter "GHG"), a Texas corporation authorized to conduct business in the State of Texas.
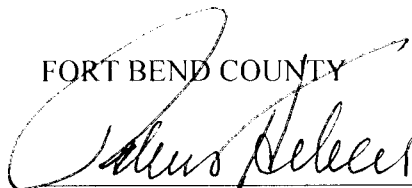
RECITALS

WHEREAS, County and GHG executed and accepted that certain Service Level Agreement on October 7, 2008, and as amended on October 6, 2009, and July 6, 2010, (collectively the "Agreement"), attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, County and GHG desire to amend the Agreement to include 500 additional user licenses as set forth in GHG's invoice dated May 15, 2014, attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and GHG is hereby amended to read as follows:

A.   An additional amount not-to-exceed $5,000.00 (Five Thousand Dollars) shall be available for the additional user licenses described in Exhibit B.
B.   No additional funding shall be available for services provided under the Agreement without prior written consent of County.
C.   Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
D.   If there is a conflict between this Third Amendment and the Agreement, the provisions of this Third Amendment shall prevail.

FORT BEND COUNTY

_____
Robert E. Hebert, County Judge

_____
Date

ATTEST:

_____
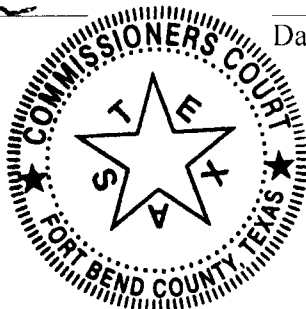Dianne Wilson, County Clerk

GHG CORPORATION

_____
Authorized Agent- Signature

Debbie Sabia
Authorized Agent- Printed Name
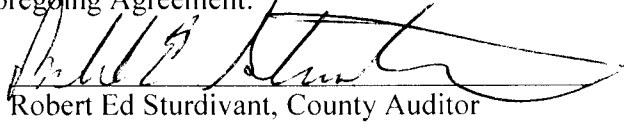
CEMS Product Manager
_____
Title

7/1/2014
_____
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $ 66,620.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS   §
                        §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO GHG SERVICE LEVEL AGREEMENT

THIS SECOND AMENDMENT to the GHG Service Level Agreement is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter "County," and GHG Corporation, a Texas Corporation, hereinafter referred to as "GHG," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and GHG entered a Service Level Agreement dated October 7, 2008, (collectively, the "Agreement") and a First Amendment to the Agreement dated October 6, 2009, (collectively, the "First Amendment") attached hereto as Exhibit B & C, incorporated by reference as if set forth herein verbatim. County and GHG desire to amend said Agreement as set forth in GHG's quotation/proposal dated June 17, 2010, attached hereto as Exhibit A, incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and GHG is hereby amended to read:

A. An additional amount not-to-exceed $1,700.00 (One Thousand Seven Hundred Dollars) shall be available for additional services provided by GHG in connection with the Project as described in Exhibit A.

B. GHG's compensation for the Project shall not exceed $61,620.00, which includes the original scope of work under the Agreement, additional services provided under the First Amendment and the additional services descried in Exhibit A.

C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.

D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

E. If there is a conflict between this Second Amendment and the Agreement and First Amendment, the provisions of this Second Amendment shall prevail.

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EXECUTION

This Amendment shall not become effective until executed by County.

FORT BEND COUNTY:

_____
Robert E. Hebert, County Judge

Date _____7-6-2010_____

Attest:

_____
Dianne Wilson, County Clerk

APPROVED:

By: _____
Heratio Rodgers, Project Manager

Date _____6-30-10_____   7-3-10

GHG CORPORATION:

_____

Date _____6-30-10_____

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $61,620 to accomplish and pay the obligation of the Fort Bend County under this contract.

_____
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Quotation/Proposal for additional services dated June 17, 2010
Exhibit B: Original Agreement dated October 7, 2008
Exhibit C: First Amendment dated October 6, 2009

EXHIBIT A

GHG Corporation

GHG will help you automate your business processes today!

1100 Hercules Suite 290
Houston, TX 77058
Phone: 281 488 8806 Fax: 281 488 1638

Bill To:

Fort Bend Count
309 S. 4th St.
Ste 533
Richmond, TX   77469

Quotation

DATE   June 17, 2010

Quotation valid until: July 17, 2010
Prepared by: Muhammad Irshad

Comments or special instructions:

Description		AMOUNT
Entering Leave in non-rounded format . Estimated 20 hours @ rate of $85/hour	$	1,700.00
TOTAL	$	1,700.00

If you have any questions concerning this quotation, contact Lisa Gonzales, (281) 488-8806, eems_support@ghg.co

Customer Acceptance:

_____   _____
Fort Bend Count   Date

THANK YOU FOR YOUR BUSINESS!

Statement of Work

CRM CASE ID: 6155

Customization Request

Allow users to enter leave or non-leave paytypes without quarterly-rounded restriction.

Task

Add a flag in the application to make this customization for the Fort Bend County only.
Update system calls to separate the customization from the base code.
Add new system calls to get the customization request for the different rounding other
than quarterly (which is used for the Default Charge Code calculating In/Out totals.
Add customization code on the employee timesheet to separate user entered pay types
from the system entered (by default charge code).
Update the employee timesheet page, so that client should not have to worry about
having the customization on each updates (GHG usually release two new releases in a year).

Assumptions

A flag will be setup on the configuration page.
Users will be responsible for entering the right figure for the paytypes, i.e. leave or non-leave.
System will continuously be distributing hours for regular, overtime, etc as it is doing now.
User will not be changing any hours worked derived by the default charge code.
Because of the two different rounding will be in used, user may see the total slightly off the "rounding", but
in DB, the hours worked will be exactly what user or/ system has
entered, since we do not save the totals, but only save actual in/out times and
hours worked (leave and non-leave).

Special Note

All pay types with the exception of pay types that have been assigned as defaults will have the ability to be entered in

Expected Completion

120 days from the time deposit is received

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO GHG SERVICE LEVEL AGREEMENT

THIS FIRST AMENDMENT to the GHG Service Level Agreement is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners Court, hereinafter "County," and GHG Corporation, a Texas Corporation, hereinafter referred to as "GHG," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and GHG entered a Service Level Agreement dated October 7, 2008, (collectively, the "Agreement") attached hereto as Exhibit C, incorporated by reference as if set forth herein verbatim. County and GHG desire to amend said Agreement as set forth in GHG's proposal dated August 12, 2009 and September 17, 2009 invoice, attached hereto as Exhibit A & B and incorporated herein by reference as if set forth verbatim.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and GHG is hereby amended to read:

A. An additional amount not-to-exceed $6,400.00 (Six Thousand Four Hundred Dollars) shall be available for additional services provided by GHG in connection with the Project as described in Exhibit A & B.

B. GHG's compensation for the Project shall not exceed $59,920.00, which includes the original scope of work and the additional services descried in Exhibit A & B.

C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.

D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

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p2-4119

10-6-09

AGENDA ITEM 3/

Treasurer

EXHIBIT A

GHG Corporation

GHG will help you automate your business processes today!

1100 Hercules Suite 290
Houston TX 77058
Phone: 281 488 8806 Fax: 281 488 1838

Bill To:

Fort Bend County
309 S. 4th St. Ste 533
Richmond, TX 77469

DATE   August 12, 2009

Quotation valid until.   August 27, 2009
Prepared by: Shannon

Comments or special instructions:

Description	AMOUNT
CASE ID	
New BR: Transfer Pay Type when Max Leave Balance is Reached: 40 hours total	3,400.00
TOTAL	$ 3,400.00

If you have any questions concerning this quotation, contact Shannon, 866-380-4146 x200, eems_support@ghg.c

Customer Acceptance.

_____   _____
Fort Bend County   Date

THANK YOU FOR YOUR BUSINESS!

Statement of Work

CRM CASE ID:

Customization Request
New BR: Transfer Pay Type when Max Leave Balance is Reached

Task
Employees will charge 40 hours per week to REG. After that, they will be charging to CTE.
Comp Time Earned is a Leave type that will have a maximum balance of 80 hours.
Once an employee reaches the max balance of CTE, the hours should then be charged to OT

Assumptions
Eaned Leave will be setup for employee. Comp Time Earned=earned leave,
Comp Time Used=used leave. 1:1 ratio
Priorities will be setup: 1 24 40 = regular, 2 24 999=CTE
BR will run after OCCs
BR must know that the threshold is 80 for CTE balance

Expected Completion
  120 days from the time deposit is received

GHG Corporation

Invoice

1100 Hercules
Suite 290
Houston, TX 77058

Account #	Invoice #
F10738	12035

Bill To

Fort Bend County Auditor
ATTN: Heratio Rodgers
301 Jackson
Suite 515
Richmond, TX 77469

Invoice Date	DUE DATE
9/17/2009	10/17/2009
Terms	Net 30

P.O. #

CHANGE ORDER

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
ee-TSMS	1	600 Purchased user license for eTSMS - electronic Time Sheet Management Solution	3,000.00	3,000.00

Thank you for choosing GHG Software.

Technical Support includes e-mail and phone support.
Upgrades include all purchased product updates and modifications.

Total	$3,000.00
Payments/Credits	$0.00
Balance Due	$3,000.00

Effective September 1, 2008, a $10.00 charge, or 1% if balance due is greater than $1,000.00 will be applied to account if payment is not received by the due date

Terms of Cancellation: GHG must receive written notice of cancellation. Service will continue until the current billing cycle ends. Prorated refunds will not be given if cancellation occurs in the middle of a billing cycle.

Phone : 281.488.5806 x110   1100 Hercules - Suite 290 - Houston, Texas 77058   Fax : 281.488.1808

EXECUTION

This Amendment shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date _____ 10-6-09

Attest:

Dianne Wilson, County Clerk

APPROVED:

By: _____

Heratio Rodgers, Project Manager

Date _____ 10/9/09

GHG Corporation

Date _____ 10/7/2009

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $59,920 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Proposal for additional services dated August 12, 2009
Exhibit B: Invoice dated September 17, 2009
Exhibit C: Original GHG Service Level Agreement

GHG *Corporation*

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 1)*	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	

GHG *Corporation*

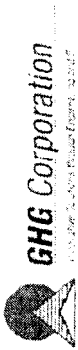| 6.04	Holiday schedule	F	
7.00	Calculate gross pay under the different pay rules by department/employee	F	Calculated hours will be determined by assigned business rules and default authorized charges.
7.01	Example 1: Department may have an employee that is paid overtime, and another employee may earn 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	

GHG Corporation

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, the 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 mouser.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	

GHG *Corporation*

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 5.00 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	

GHG Corporation

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

GHG *Corporation*

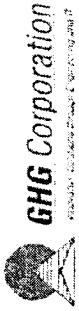|			
44.00	Ability to support random moment in time studies for reporting purposes, based on specified dates/pay periods.	F	
45.00	Ability to track compensation time and generate reports in a user-defined period by employee.	F	
46.00	Ability to send alert or notification to employee and supervisor when 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 ion 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 pays 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	

GHG *Corporation*

	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 though 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	

		Name	Duration	Start	Finish	Resource Names
1		⊟Implementation Plan	55 days?	8/4/08 8:00 AM	10/17/08 5:00 PM	
2	⊟	Project Start Kickoff	1 day?	10/16/08 8:00 AM	10/15/08 5:00 PM	
3		⊟Installation	55 days?	8/4/08 8:00 AM	10/17/08 5:00 PM	
4	⊟	Test site on GHG 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		eBMS Software Install	2 days?	9/11/08 8:00 AM	9/12/08 5:00 PM	GHG
7		⊟Clocks	9 days?	8/4/08 8:00 AM	8/14/08 5:00 PM	
8	⊟	Provisioning	7 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		⊟IVR - 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		⊟System 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 Employees/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		⊟Customization	18 days?	8/8/08 8:00 AM	9/2/08 5:00 PM	
19		⊟Do 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		⊟Training	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	⚹	⊟Acceptance Testing	7 days?	9/18/08 8:00 AM	9/26/08 5:00 PM	Customer[75%];GHG[25...
26	⊟	Test file for Lawson All records	1 day?	9/18/08 8:00 AM	9/18/08 5:00 PM	GHG
27	⊟	Create nightly job for Lawson importing	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

        o Includes active users, non-active users do not count against the license

        o 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

        o Timekeeper Training: Four 2-hour sessions

        o Supervisor Training: Four 2-hour sessions

        o Accounting personnel: One – 2 hour session

        o 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

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Innovative Solutions through Engineering and IT

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 knowledgable 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 designatied point of contact for each customer. Many support reps have extensive experience in customer configuration and eTSS fuctionality. 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

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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

GHG Corporation

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

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- Import/Export processes and procedures
- Leave Management
- Direct Deposit Support
- Training
- Documentation
- GHG-Provided Hardware - includes malfunction of clock (base unit), under normall 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 responsiblbe for all servers, server operating systems, database maintenance, security and backups
- For Customer-Hosted configurations, customer is responsilbe for notifiying 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 accountitng 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 warrantee does not cover damage to clock by Moisture, Negligence, Intential Acts of Distruction, Tampering, Excessive Heat, Chemicals and Installatation in Harsh Envirnments.

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 implemenation 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*

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.

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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:
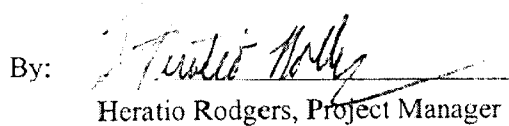
_____   ___10-7-08___
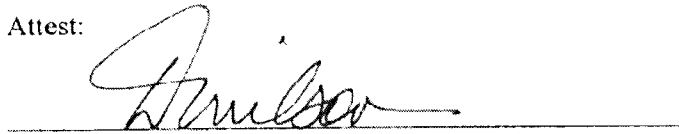Robert E. Hebert, County Judge   Date

Attest:

_____
Dianne Wilson, County Clerk

APPROVED:

By: _____   ___1L-15- CS___
Heratio Rodgers, Project Manager   Date
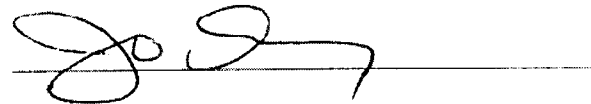
GHG Corporation

_____   9/10/08
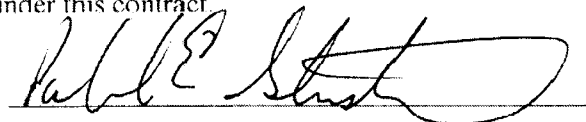   Date

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*

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.

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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.
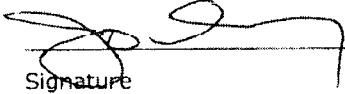
6.   **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL GHG CORPORATION BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURANCY 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.
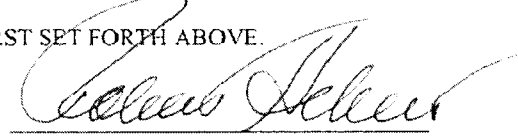
IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

GHG Software Corporation

_____
Signature

John Denny - PRESIDENT
Printed Name & Title

9/10/08
Date

Robert E. Hebert, County Judge

_____
Signature

10-7-08
Date

Attest:
_____
Dianne Wilson, County Clerk

EXHIBIT B

GHG Corporation

960 Clear Lake City Blvd
Webster, TX 77598

Invoice

Account #	Invoice #
P10738	35832

Bill To

Fort Bend County Auditor
ATTN: Accounts Payable
301 Jackson
Richmond, TX 77469

Invoice Date	DUE DATE
5/15/2014	**6/14/2014**
Terms	Net 30

P.O. #

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
500 Use...	1	Additional 500 Users - eTSS Customer Purchased License	5,000.00	5,000.00

Thank you for choosing GHG Software.

Total	$5,000.00

Technical Support includes e-mail and phone support.
Upgrades include all purchased product updates and
modifications.

Payments/Credits	$0.00
Balance Due	$5,000.00

Effective September 1, 2008, a $10.00 charge, or 1% if balance due is greater than $1,000.00, will be applied to account if payment is not
received by the due date. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT OTHERWISE PAYMENT WILL BE APPLIED TO MOST
OUTSTANDING INVOICE OPEN ON ACCOUNT.

Terms of Cancellation: GHG must receive written notice of cancellation via http://www.ghg.com/account-cancellation/ .
Service will continue until the current billing cycle ends. Prorated refunds will not be given if cancellation occurs in the
middle of a billing cycle.

Phone : 281.488.8806 x148   960 Clear Lake City Blvd - Webster, Texas 77598   Fax : 281.488.1838