

BIS Digital

Integrating Excellence™



Business Information Systems, Inc
 1350 NE 56th Street, Suite 300 Ft. Lauderdale, FL 33334
 Phone: (800) 834-7674 Fax: (877) 858-5611

Date Thursday, September 29, 2016

Quote Number Q-8010591-9.29.2016
DCR

Sales Consultant Jack Ferguson
(800) 834-7674x4553
jack.ferguson@bisdigital.com

Primary Contact Justin Thornton, IT Director
122 W. Harris
San Angelo, Texas 76903
(325) 659-6516 / (325) 659-3258 (Fax)
justin.thornton@co.tom-green.tx.us (Email)

Billing Address Tom Green County(TX) / A-1006561
122 W. Harris
San Angelo, Texas 76903

Shipping Address Same

Users To Train Yes

Wiring Required Yes

Installation Notes BIS Digital will provide and install all components as listed for a working Audio/Video Presentation system, including room control from a tablet device. Also included are assisted listening required with courtroom upgrades, Recording, Hosting, Live Streaming of Commissioners court video and Automated Hosted Agenda Automation with board portal, visual voting/next speaker module, and minutes module. County will provide computer

Item	Code	Qty	Unit Price	Total Price
DCR2 (2 Channel) Digital Audio/Video Recording Software with Word Integration	DCR2-2ch	1	\$1,995.00	\$1,995.00
DCR2 Live Broadcast License	DCR2-LBL	1	\$300.00	\$300.00
Professional Digital PA Mixer w/8ch USB out	BIS-MX-PA-USB8	1	\$3,400.00	\$3,400.00
Multi-Channel Audio Amplifier (4ch. 4/8 ohm & 70 volt)	BIS-PA-MCA-4ch (Series 2)	1	\$2,200.00	\$2,200.00

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USB over Cat5 Range Extender (For Pro PA Mixer w/USB only)	BIS-USB/CAT5	1	\$630.00	\$630.00
Unidirectional Condenser Boundary Microphone	BIS-M-P5544	7	\$269.00	\$1,883.00
BIS Boundary Effect Mic Stand	BIS-MS-BE	7	\$30.00	\$210.00
UHF Wireless Mic System 2120	BIS-M-W662120	1	\$799.00	\$799.00
Assisted Listening System 7522	BIS-ALS-7522	1	\$1,500.00	\$1,500.00
8" Drop Tile Ceiling Speakers w/Enclosure-White (Pair)	BIS-SP-DTCE	4	\$250.00	\$1,000.00
Color SD Resolution PTZ 90 Camera	SO-VC-PTZ90	2	\$1,850.00	\$3,700.00
Visca to RS-232 Conversion Cable for EVI Cameras (9.8ft.)	BIS-VRS232-EVI98	2	\$39.99	\$79.98
RS232 Extender Kit (up to 1000ft)	BIS-V-RSEXT	2	\$200.00	\$400.00
Composite Video w/Audio to HDMI Scaler	BIS-COMP-HDMI	1	\$250.00	\$250.00
Hi-Resolution Color Digital Quad-Splitter	BIS-V-QS	1	\$1,100.00	\$1,100.00
Desktop Scaler / Switcher w/HDBaseT Output Kit	BIS-DSW-HDBT-KIT	1	\$2,199.99	\$2,199.99
HDBaseT Input Wall Plate Switcher (For BIS-DPSS-824 Only)	BIS-SW-HBT-824WP	3	\$575.00	\$1,725.00
Digital Presentation Scaler/Switcher (8 in / 2 out) Series 2	BIS-DPSS-824S2	1	\$4,200.00	\$4,200.00
HDMI over CAT6 Distribution Amp Series 2 (1in/4out)	BIS-HDMI-CAT1/4-S2	1	\$1,399.99	\$1,399.99
Receiver for BIS-HDMI-CAT1/x (Series 2)	BIS-HDMI-CATRX-S2	4	\$499.99	\$1,999.96
H.264 Streaming Appliance	BIS-H264-SA	1	\$1,199.00	\$1,199.00
HDMI IP Video Encoder	BIS-IP-VE-HDMI	1	\$1,850.00	\$1,850.00
6200 Lumens Projector Kit	BIS-PRJ-6200K	1	\$6,100.00	\$6,100.00
Commercial Grade LED Monitor Series 2 (55")	BIS-CG-	1	\$2,750.00	\$2,750.00

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	LED55-S2			
Full Motion Wall Mount for Flat Panel LCD (32"-70")	BIS-TVM-S32/60	1	\$399.00	\$399.00
Hardware Control Server Pro	BIS-HCS-PR	1	\$7,500.00	\$7,500.00
Control System Protocol Converter	BIS-N-HA	1	\$495.00	\$495.00
Programming for Hardware Control Manager (1 day)	BIS-HCM-PGM	1.5	\$1,750.00	\$2,625.00
Agenda Hosting - Custom Design & Implementation	AH-CPD	1	\$3,000.00	\$3,000.00
Hosted Agenda Management Annual Subscription Enterprise (Unlimited Agenda Types)	AH-UA	1	\$7,200.00	\$7,200.00
Add-on Live Streaming Option on Annual Video Web Hosting Subscription	WH-LSO	1	\$2,950.00	\$2,950.00
Web Hosting - Custom Portal Design & Implementation	WH-CPD	1	\$2,500.00	\$2,500.00
Annual Video Web Hosting Yearly Subscription	WH-VMYS	1	\$2,950.00	\$2,950.00
Power Conditioner w/RFI & EMI Filtering	BIS-PWR-CON	2	\$475.00	\$950.00
Microphone Wire 22AWG (Plenum) - 1,000ft Roll	BIS-W-MP-22AWG	1	\$169.99	\$169.99
Video Cable (Plenum) - 1,000ft Roll	BIS-W-VP	0.25	\$800.00	\$200.00
CAT6 Cable (Plenum) - 1,000ft Roll	BIS-W-CAT6	1	\$499.00	\$499.00
Speaker Wire 16AWG (Plenum) - 1,000ft Roll	BIS-W-SPKR-16AWG	0.5	\$359.00	\$179.50
HDMI Cable Series 2 (1.5ft.)	BIS-HDMI-1.5FT-S2	4	\$7.95	\$31.80
HDMI Cable Series 2 (3ft.)	BIS-HDMI-3FT-S2	9	\$9.45	\$85.05
VGA w/Audio Cable (6ft)	BIS-VGA-A6	4	\$15.99	\$63.96
Cables and Connectors	BIS-CBL-CON	1	\$250.00	\$250.00

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Annual DCR On-Site Service & Support (Contract to be issued upon installation)	NMNT-DCR	1	\$6,400.00	\$6,400.00
Annual DCR Software Assurance	DCR SAS	1	\$350.00	\$350.00
On-site Setup, Installation and Training	SIT	1	\$9898.00	\$9898.00
2% Discount-Texas DIR Contract (On SIT, Maintenance & Support)	Discount-TX (SIT & MNT)	1	(\$311.00)	(\$311.00)
7% Discount-Texas DIR Contract (On Hardware & Software)	Discount-TX (HW & SW)	1	(\$1,275.00)	(\$1,275.00)
Discount	DISC	1	(\$13,000.00)	(\$13,000.00)
Sales Tax Rate				%
Total (Excluding Sales Tax)				\$76,990.22

Optimal Specifications for BIS Digital Recording PC Systems

DCR & DCR 2 Specifications

4/8 Channel Audio or Audio and Video (4 Video Channel Max.)

- 8GB RAM (For Windows 7 or 8.1 64-bit)
- 1TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i5 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7 or 8.1 Professional

4/8 Channel Audio or Audio and Video (8 Video Channels)

- 8GB RAM (For Windows 7 or 8.1 64-bit)
- 2TB Hard Drive / 8 MB Cache / 10,000 RPM
- Intel Core i7 Processor
- Ethernet RJ-45 Network Interface 100/1000
- USB 3.0 Ports
- PCIe Slot (For Non-IP Video Solutions Only)
- Microsoft Windows 7 or 8.1 Professional

Live Stream & On-Demand Requirements

- BIS Digital, Inc. recommends customer can transmit continuous stream of 300kbps or more for optimal performance.

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase.

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Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS Technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

Order Summary

Date	Thursday, September 29, 2016
Quote Number	Q-8010591-9.29.2016
Account Name	Tom Green County(TX)
Total (Excluding Sales Tax)	\$\$76,990.22

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Terms and Conditions

Effective Period This proposal is a firm offer for 30 days from quote date Thursday, September 29, 2016.
Tax Status Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms **Deposit:** All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed {received} by BIS Digital, scheduling of the installation / and shipment of goods will occur.
Balance: The remaining balance is to be paid on the completion of the installation. {delivery of goods at customer site}
Restocking Fee 20% restocking fee will be charged for all cancelled orders
Site Preparation Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).
Software Assurance Annual Software Assurance entitles user to software upgrades throughout the one year term, at the cost of \$350 per license/year.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

* Accepted by: Stephen C. Floyd County Judge
Name Title
Stephen C. Floyd 11-1-16
Signature Date

* Accounts Payable Information * Required for order to be processed*

A/P Contact: _____
Name Phone Number

Email Address Fax #

Is a Purchase Order required for processing? _____ P.O # _____



BoardSync SUPPLEMENTAL SERVICES AGREEMENT

THIS SUPPLEMENTAL SERVICES AGREEMENT (the "Agreement") between BoardSync, Inc. ("BoardSync") with its principal place of business at 4470 Chamblee Dunwoody Road, Suite 220, Dunwoody, GA 30338, Business Information Systems, Inc., ("BIS") with its principal place of business at 1350 Northeast 56th Street, Suite 300, Fort Lauderdale, FL 33334, and _____ with its principal place of business at _____ ("Customer") is made effective as of _____ ("Effective Date"). This Agreement is a supplement to the "BIS Agreement" as described in the next paragraph.

BIS CONTROLLING AGREEMENT. The parties acknowledge and agree that this Agreement is supplemental to, made a part of, and incorporated into, that certain "BIS Quote Number _____, dated _____, between BIS and Customer (the "BIS Agreement"). In the case of any inconsistency between the provisions of this Agreement and the BIS Agreement, the provisions of the BIS Agreement shall govern and control (this Agreement and the BIS Agreement may be collectively referred to herein as the "Agreements").

In connection with the delivery of transcription services under the terms of the BIS Agreement, Customer desires to supplement such transcription services and, subject to the terms and conditions of the BIS Agreement, (a) contract with BoardSync to administer streaming media and media content management services through a Managed Services solution, (b) engage BoardSync to integrate its software with Client's existing website and (c) utilize the Liberty Meeting Record integration module from BoardSync.

1. OVERVIEW AND DEFINITIONS

General. This Agreement states the terms and conditions by which BoardSync will deliver to Customer various services, supplemental and in conjunction with the services provided by BIS under the terms of the BIS Agreement, as described below.

1.1 "Authorized User" means a designated employee or agent of Customer.

1.2 "Authorized Website" means a website owned or operated by or on behalf of Customer, for which BoardSync has agreed to provide the Technology and various Services.

1.4 "Service(s)" means the specific service(s) provided by BoardSync, including access to the Technology.

1.5 "Technology" means the BoardSync Internet based system for streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

1.5 "Content" means any or all, documents, graphics, video, graphics, audio and other content that is streamed or otherwise transmitted or provided by, or on behalf of customer to BoardSync.

2. DELIVERY OF SERVICES; TERM; FEES, PAYMENTS

2.1 *Grant of License.* Subject to the terms and conditions of the Agreements, BoardSync grants to Customer a non-exclusive, non-transferable, limited license to permit Authorized Users of Customer to access and use the Service on the Authorized Website(s) identified in Schedule 1.

2.2 *Responsibilities.* Customer agrees to (a) maintain the Authorized Website(s) identified in Schedule 1; (b) procure and maintain all hardware, software and telecommunications equipment necessary to access the Service and transmit media content via the Internet; (c) agrees to provide BoardSync with all information reasonably necessary to setup or establish Service on Customer's behalf; and (d) shall provide and maintain any and all materials necessary to reasonably inform all customers patrons where and when live audio and video streaming will take place at the customer locations.

2.3 *Payment Terms.* Customer shall pay all applicable fees for the Services in accordance with the terms and conditions set forth in the BIS Agreement.

2.4 *Term.* The term of this Agreement shall be coterminous with the term of the BIS Agreement.



3. INTELLECTUAL PROPERTY OWNERSHIP

3.1 *Technology Ownership and Rights.* This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Technology will remain solely with BoardSync.

3.2 *Responsibility for Content.* The Customer shall have sole control and responsibility over the determination which data and information shall be included in the Content that is to be transmitted to BoardSync. The Customer shall not provide to BoardSync or allow to be provided to BoardSync any Content that (a) infringes or violates 3rd parties' Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

3.3 *Content Ownership.* The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to BoardSync pursuant to this Agreement. To the extent that any such Content is protected by copyright, such content shall be deemed to be "works for hire" under the copyright laws of the United States.

4. LIMITED WARRANTY

4.1 *Service Level.* BoardSync will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, but not limited to:

- 1) Maintain Service availability 24 hours a day, 7 days a week,
- 2) Respond to Customer's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and critical support requests 24 hours per day.

4.2 *No Other Warranty.* THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. BIS AND BOARDSYNC DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BIS AND BOARDSYNC DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5. LIMITATION OF LIABILITY

5.1 *Damage to Customer.* BIS AND BOARDSYNC ASSUME NO LIABILITY FOR ANY DAMAGE TO, OR LOSS TO, CUSTOMER RESULTING FROM ANY CAUSE OTHER THAN THE WILLFUL OR RECKLESS MISCONDUCT OF BIS AND OR BOARDSYNC.

5.2 *Consequential Damages Waiver.* IN NO EVENT SHALL BIS OR BOARDSYNC BE LIABLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

6. INDEMNIFICATION

6.1 *Indemnification.* Each Party agrees to fully indemnify and hold harmless the others for any and all costs, liabilities, losses, and expenses (including attorney's fees) resulting from any claim, suit, action, or proceeding brought by any third party arising from a party's (a) breach of any of its obligations or warranties; or (b) negligence or willful misconduct. The liability of BIS and BoardSync hereunder is collectively expressly limited to the amount received under this Agreement.

7. TERMINATION OR CHANGE ORDER

7.1 *Termination for Cause.* Any party may terminate this Agreement if the other party(ies) breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same. If BIS or BoardSync terminates for cause, all payments due and owing for the remainder of the Term will immediately be due. If Customer terminates for cause, it shall be entitled to a refund of any prepaid service fees, or fees paid for service not received on a pro-rata basis

7.2 *Termination Without Cause.* Any party may terminate this Agreement without cause providing that the terminating party gives the other party(ies) sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the



first date of the term as defined in Schedule 1, Customer must pay the balance of the current contracted term. Should BIS or BoardSync terminate without cause, Customer has no obligation for payment.

7.3 Termination for Bankruptcy. Any party may terminate this Agreement immediately if (a) the other party(ies) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) the other party(ies) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

7.4 Effect of Termination. Upon the effective date of expiration, cancellation or termination of this Agreement (a) BoardSync will immediately cease providing the Service(s); and (b) any and all payment obligations of the Customer through the termination, depending upon cause or without cause, as defined above, will immediately become due; and (c) return or make available all customer content within forty-five (45) days.

7.5 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 3 (Intellectual Property Ownership), 5 (Limitation of Liability), 6 (Indemnification), 9 (Confidentiality) and 10 (Miscellaneous).

8. USE

8.1 Acceptable Use. Customer represents and warrants that the Technology and Services will only be used for lawful purposes, and in accordance with reasonable operating rules policies, terms and conditions and procedures.

8.2 Restrictions on Use. Customer represents and warrants that Customer and its Authorized Users will not (a) sell, lease, distribute, license or sublicense the Technology or Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Technology or Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the Technology or Services by, any third party; (d) copy or reproduce all or any part of the Technology or Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Technology or Services in any way; (f) introduce into or transmit through the Technology or Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (g) remove, obscure or alter any copyright notice, trademarks, logos or other proprietary rights notices affixed to or contained within the Technology or Services; or (h) engage in or allow any action involving the Technology or Services that is inconsistent with the terms and conditions of this Agreement.

8.3 Withdrawal of Access. BIS and/or BoardSync may, upon misuse of the program, misconduct, security breaches or grossly improper use of the Customer data, instruct Customer to terminate access to any Authorized User or individual and Customer agrees to promptly comply with such instruction.

9. CONFIDENTIALITY

9.1 BoardSync Information. Customer acknowledges that the Technology and Services contain valuable trade secrets, which are the sole property of BoardSync, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer will take all reasonable steps to prevent the unauthorized access to the Technology and Services.

9.2 Customer Information. BIS and BoardSync acknowledge that Customer's database may contain valuable trade secrets, which are the sole property of Customer. To the extent that BIS and/or BoardSync becomes aware of the content of a Customer database, BIS and BoardSync agree to use reasonable care to prevent other parties from learning of these trade secrets; provided BIS and BoardSync may disclose such trade secrets to affiliates, agents and other third parties, including counsel and regulators, on a need-to-know basis, so long as such parties agree to maintain the confidentiality of such information.

9.3 Exceptions. The obligations of this Section 9 shall not apply to any information that (a) is now, or hereafter becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiver without reference to or use of the disclosing party's information; or (e) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

10. MISCELLANEOUS PROVISIONS

10.1 Force Majeure. None of BIS, BoardSync, their suppliers nor Customer will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of BIS or BoardSync), provided that the delayed party: (a) gives the other party(ies)

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prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If BoardSync is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s) without penalty.

10.2 *Governing Law.* This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Florida.

10.3 *Severability.* In the event any provision of this Agreement is held to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

10.4 *Assignment.* BIS and/or BoardSync may assign their rights and obligations under this Agreement, in whole or in part, to any entity, including their supplier(s). Customer may not assign this Agreement, in whole or in part, without the prior written consent of BIS and of BoardSync, which consents will not be unreasonably withheld.

10.5 *Notice.* Any notice or communication required or permitted to be given hereunder shall be made in writing and may be delivered by hand, deposited with an overnight courier, sent by email, conformed facsimile, or mailed by registered or certified mail, receipt requested, postage prepaid. Such notices shall be deemed made when delivered to the applicable party's representative as provided in this Agreement.

10.6 *Relationship of Parties.* BIS, BoardSync and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between BIS and BoardSync and Customer. None of BIS, BoardSync nor Customer will have the power to bind the others or incur obligations on the others' behalf without the other party(ies) prior written consent(s), except as otherwise expressly provided within.

10.7 *Waiver.* The waiver or failure of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

10.8 *Entire Agreement; Counterparts; Originals.* This Agreement including all documents incorporated herein by reference constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof.

11. ACCEPTANCE

Authorized representatives of Customer, BIS and BoardSync have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: [Signature]
Signature: Tom Green County,
Print Name: Stephen C Floyd
Title: County Judge
Date: 11-1-16



Signature: _____
Print Name: Doug Shumway
Title: Chief Operating Officer
Date: _____

Signature: _____
Print Name: Steve Coldren
Title: President
Date: _____