

# EPIC APPS STATEMENT OF WORK (SOW)

Johnson County Emergency Management, Version 1 | 7-21-14

## OVERVIEW

This Statement of Work ("SOW") is subject to the terms and conditions set forth in the Terms of Service ("TOS") signed, or electronically agreed to, by the Client. Epic Business Apps LLC ("Contractor") agrees to render the following Services, and deliver to Johnson County Emergency Management ("Client") the following:

**Services:** Provide the following mobile services for the Client. Please note that items not explicitly listed in this Statement of Work are not included in the scope of the project.

**Deliverables:** Provide the following deliverables to the Client. Please note that items not explicitly listed in this Statement of Work are not included in the scope of the project.

## Project

Develop an iPhone and Android app, along with an HTML5 website for Client.

## General

- Initial "discovery" meetings by phone and/or videoconference
- All design work, including main graphics, with up to 3 revisions (Client to provide logo on transparent background, high-res images to use with project, and any custom sliders and custom internal icons/graphics)
- Preview of all work (e.g., mobile app, mobile website, etc.)
- All development & coding
- Initial content upload across all platforms (content provided by Client, including homepage and internal page text, promotional language, etc.).
- Testing & quality assurance
- Dedicated client content management system (CMS)
- Support/Training (up to 60 minutes of training on the CMS to manage and update your digital platforms). Ongoing support for questions, technical issues, etc., post launch included.
- Marketing and launch support
- Hosting of both mobile website and mobile app.
- Ongoing GoToMeeting (videoconference) support

## Mobile iPhone/Android App & HTML5 Mobile Website

- Unlimited push notes w/Facebook & Twitter integration & geo-targeting
- GIS based mapping functionality
- E-commerce ability to have in-app purchases or donations.

- Up to 15 custom features/tabs in the app (e.g., Menu, Map, Specials, Loyalty, Coupons, Contact, Share, etc.)
- Mobile shopping cart, with the ability for customers to order and pay through their phone
- Loyalty programs & digital "punch" cards
- GPS-based check-in & QR code coupons
- Instagram, Flickr & Picassa Photo integration or Native Photo Gallery feature
- Fully integrated event calendar
- Web-Based updates (instantly live) through a Dedicated Content Management System (CMS) / client dashboard. There is also a tablet and iPhone based CMS to manage push notes and content updates when out of the office.
- Marketing materials & assistance
- Form submission in-app, to collect predefined fields of information from subscribers interested in getting more information on particular topics or calls-for-action.
- QR codes for your business
- Sharing functionality throughout the app to encourage more people to download the app via email, text, Facebook, Twitter and Google +
- New features & functionality included as it becomes available
- Initial & subsequent uploading to app stores; all associated fees included
- Advertising capabilities with special banner / advertisement feature and keyword-based scrolling news ticker
- HTML5 mobile website (optional) generated through mobile platform; all updates made in same CMS used for mobile app updates. This feature is a redirect script that works off your existing Desktop, which redirects smartphone users to a more optimized mobile website generated off the mobile app's CMS we develop. Let us know if you want all the details!
- And lots more ...

## PRICING

The following table details the pricing for delivery of the services outlined in this Statement of Work (SOW).

Services Cost	Price
iPhone & Android app, and HTML5 mobile website	\$1,295 & \$99/month

## Payment Details

The total cost for the Services and Deliverables is **\$1,295** for Setup/Design/Build, and **\$99/ month** for hosting and support. Set up/Design/Build fees shall be made to Contractor in two (2) installments as follows. The initial payment of **\$647.50** is due before work commences on the app. The final installment will be due when the app gets completed.

The total of 12 monthly payments of \$99 will be billed a year in advance, once the app is live, but not sooner than September 1<sup>st</sup>. Client may pay for monthly payments one year in advance, and when doing so, will receive a 6% discount on those monthly hosting and support fees. Total hosting and support fee invoice will be in the amount of \$1,116.72 if Client pays a year's worth of monthly hosting fees in advance.

## PROJECT MILESTONES

Project Component	Completion Date
SOW & TOS signed	TBD
Mobile app/mobi preview	3 weeks from signed SOW
Revisions & updates to app/mobi	2 weeks from preview
Final approval on app/mobi	2 weeks from revisions
Mobile app/mobi goes live (Apple's submission process is both stringent and challenging, and can require anywhere from 1-4 additional weeks, based on approval)	1-5 weeks from final approval
Walkthrough and training as needed	Per Client's schedule

## ADDITIONAL FEATURES

There is an additional charge for anything outside of the scope of what's contained in this SOW as a service and/or deliverable.

## ADDITIONS & MODIFICATIONS TO THE SCOPE OF WORK

Any changes Client requests to the scope of this project, after the date this Statement of Work is signed, may incur additional charges. Client will be provided with a written quote or estimate for the requested changes. If Client approves the additional charges, the additional work will be added to the project scope. Depending on the amount of work involved in executing the changes, the project due date may be delayed. The amount of the delay will depend on Contractor's schedule for other committed projects.

As an additional provision to Client, if Contractor should cease doing business for any reason within the first two years that the Client's app goes live, Contractor would transfer all of the graphic design files that comprise the mobile app over to the Client. Contractor will also transfer those files to Client if the Contractor is proven to be grossly inadequate in meeting the ongoing monthly service needs of the client, as per the terms outlined in its statement of work. **Notwithstanding the foregoing, Epic Business Apps LLC is being contracted to develop, maintain and make available for use by Johnson County and the public documents, data, content and records. Said documents, data (not including the coding used to construct the app), content and records are and shall be the exclusive property of Johnson County, Texas.**

## TERMS OF SERVICE

By signing this Statement of Work, Client agrees to Epic's standard Terms of Service found on its website at [www.epicbusinessapps.com/terms-of-service](http://www.epicbusinessapps.com/terms-of-service) so long as such conditions are not contrary to JOHNSON COUNTY'S SPECIFIC TERMS AND CONDITIONS as set forth above. The TOS and this SOW will both be binding, legal agreements on the Client and Contractor.

## ADDITIONAL TERMS

The terms and conditions set forth in the JOHNSON COUNTY CONTRACT TERMS ADDENDUM TO EPIC BUSINESS APPS LLCs STATEMENT OF WORK AND TERMS OF SERVICE agreement with Johnson county, Texas is attached hereto and is incorporated herein for all purposes..

Client: Johnson County

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Den Beeson  
Roger Harmon Den Beeson

8/11/14

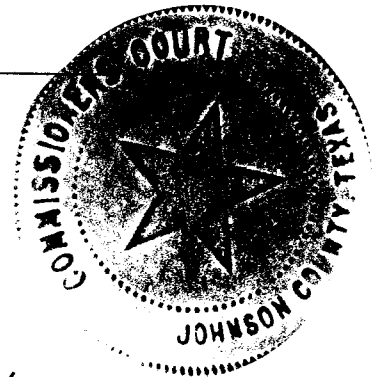
Date

~~County Judge~~ Commissioner, Precinct #4

Attest: Becky Williams  
County Clerk, Johnson County

8/11/14

Date



EPIC BUSINESS APPS, LLC:

Kevin Williams

8/2/14

Date

Kevin Williams, Member  
EPIC BUSINESS APPS, LLC

# EPIC APPS TERMS OF SERVICE (TOS)

## EPIC BUSINESS APPS TERMS OF SERVICE

By using Epic Business Apps ("Epic Business Apps"), all services of Epic Business Apps, LLC. ("Service"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

Epic Business Apps reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, should be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the Terms of Service at any time at: <http://epicbusinessapps.com/termservice>.

You agree that a violation of any of the terms below will give Epic Business Apps sole discretion to terminate your Account. While Epic Business Apps prohibits such conduct and Content on the Service, you understand and agree that Epic Business Apps cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

## ACCOUNT TERMS

- \* You must be 13 years or older to use this Service.
- \* You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
- \* You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign-up process.
- \* You are responsible for maintaining the security of your account and password. Epic Business Apps cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- \* You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have access to your account).
- \* You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

- \* You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
- \* You must not transmit any worms or viruses or any code of a destructive nature.

## **PAYMENTS & REFUND TERMS**

There will be no refunds or credits for set-up fees, partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

## **CANCELLATION & TERMINATION**

You are solely responsible for properly canceling your account. Account cancellation requests must be submitted in writing to [info@epicbusinessapps.com](mailto:info@epicbusinessapps.com). **Cancellations by phone or sent to any other email address will not be considered valid.**

If you cancel the Service before the end of your current paid up month, your cancellation will take effect that month and you will not be charged again.

Epic Business Apps, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Epic Business Apps service, for any reason at any time.

Epic Business Apps reserves the right to refuse service to anyone for any reason at any time.

## **WARRANTY & GUARANTEE**

If for whatever reason you are unsatisfied with your Service within the first month of operation, Epic Business Apps guarantees to refund the first month of service with no questions asked, after which your Service will be cancelled. Epic Business Apps is backed by a 100% satisfaction guarantee. This guarantee does not apply to months after a full month of service has passed and only applies to the initial month of service with Epic Business Apps.

Epic Business Apps does not warrant that (i) the Service will meet your specific requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors in the Service will be corrected.

**Epic Business Apps does not warranty the Service or its products under the implied warranty for fitness for a particular purpose, the implied warranty of merchantability, the implied warranty of workmanlike quality or any other common law or warranty not expressly contained in this contract.**

## **MODIFICATIONS TO THE SERVICE & PRICES**

Epic Business Apps reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Epic Business Apps shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

From time to time, Epic Business Apps may issue an update to the Epic Business Apps Service which may add, modify, and/or remove features from the website. These updates may be pushed out automatically with little or no notice, although Epic Business Apps will try to provide at least 48 hours notice whenever possible in advance of an upcoming update, including details on what the update includes.

## **COPYRIGHT & CONTENT OWNERSHIP**

We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by using the Epic Business Apps Service to create your website, you agree to allow others to view and share your Content.

Epic Business Apps does not pre-screen Content, but Epic Business Apps and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

Epic Business Apps may make certain software available to you through the Service. If you download or otherwise use the software from the Service, the software, including all files and images contained in or generated by the software, look and feel, HTML/CSS, visual design elements, and accompanying data (collectively, "Software") are deemed to be licensed to you by Epic Business Apps, for your personal and noncommercial use only. Epic Business Apps does not transfer either the title or the intellectual property rights to the Software, and Epic Business Apps retains full and complete title to the Software as well as all intellectual property rights therein. You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form.

You grant Epic Business Apps a license to use the materials you post to the Service. By posting, downloading, displaying, performing, transmitting, or otherwise distributing user content to the Service, you are granting Epic Business Apps, its affiliates, officers, directors, employees,

consultants, agents, and representatives a license to use user content in connection with the operation of Epic Business Apps, its affiliates, officers, directors, employees, consultants, agents, and representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat user content. You will not be compensated for any user content. By posting user content on the Service, you warrant and represent that you own the rights to the user content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute user content.

When accessing or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any party's copyrights, trademarks, patents, trade secrets, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall be solely responsible for any violations of any laws and for any infringements of any intellectual property rights caused by any content you provide, post, or transmit, or that is provided or transmitted using your user name or user ID. The burden of proving that any Content does not violate any laws or intellectual property rights rests solely with you.

All Epic Business Apps content included on its site, its Software, and through the Service is the property of Epic Business Apps and is protected by U.S. and international intellectual property laws. All Epic Business Apps content, Software, code, HTML/CSS, and visual design data is copyright 2014 Epic Business Apps, Inc.

## **GENERAL CONDITIONS**

Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis. By your use of the Service, you provide Epic Business Apps with an unlimited, irrevocable license to use, reuse, and to grant others the right to use and reuse, your Content, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after your use of the Service, for any purposes related to the Service. You understand that Epic Business Apps uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service. You agree that you cannot hold Epic Business Apps liable for the actions of any third party. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, or any other Epic Business Apps service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Epic Business Apps.

We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.



Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Epic Business Apps customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You expressly understand and agree that Epic Business Apps shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Epic Business Apps has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; (v) or any other matter relating to the Service.

The failure of Epic Business Apps to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Epic Business Apps and govern your use of the Service, superseding any prior agreements between you and Epic Business Apps (including, but not limited to, any prior versions of the Terms of Service).

In no event shall Epic Business Apps liability to you exceed the amount actually paid to Epic Business Apps by you during the preceding 12 months.

## CONTACT US

Questions about the Terms of Service should be sent to [info@epicbusinessapps.com](mailto:info@epicbusinessapps.com).

## ADDITIONAL TERMS

**EPIC BUSINESS APPS LLC understands and agrees that upon the conclusion or termination of this contract EPIC BUSINESS APPS LLC will make all reasonable efforts to cease using or distributing any content, intellectual property or data derived from JOHNSON COUNTY or from data, content or material provided by Johnson County or by the users of the App or Apps developed for Johnson County.**

**The terms and conditions set forth in the JOHNSON COUNTY CONTRACT TERMS ADDENDUM TO EPIC BUSINESS APPS LLCs STATEMENT OF WORK AND TERMS OF SERVICE agreement with Johnson county, Texas is attached hereto and is incorporated herein for all purposes..**

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Don Beeson  
Roger Harmon Don Beeson

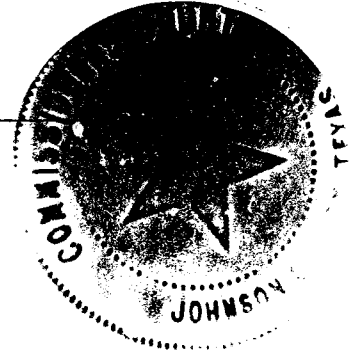
County Judge Commissioner Precinct #4

8/11/14

Date

Attest: Becky Williams  
County Clerk, Johnson County

8/11/14  
Date



EPIC BUSINESS APPS, LLC:

Kevin Williams

Kevin Williams, Member  
EPIC BUSINESS APPS, LLC

8/2/14  
Date

**JOHNSON COUNTY CONTRACT TERMS ADDENDUM  
to EPIC BUSINESS APPS LLC's.  
STATEMENT OF WORK AND TERMS OF SERVICE AGREEMENT  
WITH JOHNSON COUNTY, TEXAS**

**2014**

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This Addendum is part of an Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "**County**"), and **EPIC BUSINESS APPS LLC** (which may be referred to herein as **Contractor or Service provider**). The County and Epic Business Apps, LLC may be collectively referred to as the "**PARTIES**". This is an Addendum to the **EPIC APPS STATEMENT OF WORK (SOW)** and the **EPIC APPS TERMS OF SERVICE (TOS)** between the Parties. The **EPIC APPS STATEMENT OF WORK (SOW)** and the **EPIC APPS TERMS OF SERVICE (TOS)** and this Addendum shall constitute the entire and complete **Agreement** between the Parties for development and maintenance of an App as described in the **SOW**.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of

Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31<sup>st</sup> day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its

officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Johnson County whether or not the same are available to the public. It is further understood that Johnson County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Johnson County, its officers and employees shall have no liability or obligations to Epic Business Apps, LLC for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Johnson County by Epic Business Apps, LLC in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

12. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by Epic Business Apps, LLC pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary.

17. The Service Provider certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

18. The Service Provider certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. The Service Provider states that it is not ineligible to receive State or Federal funds due to child support arrearages.

19. EPIC BUSINESS APPS LLC understands that the app being developed may be used by persons who are law enforcement, first responders or other government personnel who desire that their telephone numbers, email addresses, physical addresses and other contact or location data not be sold, given, delivered or disseminated without permission of such personnel or of Johnson County. EPIC BUSINESS APPS LLC will not knowingly give, sell, distribute or disseminate telephone numbers, email addresses, physical addresses and other contact or location data of the persons on the data distribution list in bulk for any purpose other than as necessary for the operation on utilization of the app being developed.

20. The parties agree and understand that this Addendum is to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Don Beeson  
~~Roger Harmon~~ DON Beeson  
~~County Judge~~ Commissioner, Precinct # 4

8/12/14  
Date

Attest: Bobby Williams  
County Clerk, Johnson County

8/11/14  
Date

EPIC BUSINESS APPS, LLC:

Kevin Williams  
Kevin Williams, Member  
EPIC BUSINESS APPS, LLC

8/2/14  
Date

