



# Quotation

St Louis Office  
1741 South Big Bend Blvd  
Saint Louis MO 63117  
(800) 796-4984

Date 8/22/2014  
Expires 11/30/2014  
Quotation # QT13777

Bill Terms  
Specified Date

**Bill To**  
2 N. Main Street  
Cleburne TX 76033

**Ship To**  
2 N. Main Street  
Cleburne TX 76033

Bill Schedule  
To be invoiced annually.

Description	Quantity	Sales Price	Total
Treasurer-Cash Management System Hosted Solution 9 named users	12	579.00	6,948.00
Fixed Bid Labor-G1	1	5,280.00	5,280.00
<p>The \$5,280 is a one time fee for set up, on-line training and integration with Innoprise. Second year annual recurring costs are \$6,948.</p> <p>For 2 days of on-site training, travel and lodging costs are estimated at \$970, however, all expenses will be billed at actual costs.</p> <p>Payment terms: Purchase will be invoiced on October 1, 2014 and payment is due upon receipt of invoice.</p>			

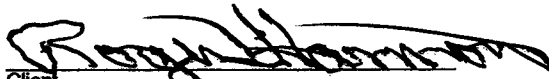
Fixed Bid - Professional services are billed as a Fixed Fee.

**Total** \$12,228.00

Unless otherwise stated above, all Shipping and Handling charges will be invoiced in addition to the quoted amount.

All Reimbursable charges including but not limited to mileage, hotel, airfare, toll booths, meals, and other miscellaneous expenses will be invoiced in addition to the quoted amount.

Your signature indicates your acceptance of Zobrio, Inc. Standard Terms & Conditions dated September 12, 2014 located at <http://www2.zobrio.com/tc> all of which are fully incorporated herein as if a part of this Agreement.

  
Client

10-14-14

## Appendix C Terms and Conditions

For purpose of these Standard Terms and Conditions: (a) "WTI" means WTI Systems, Ltd., a Delaware corporation, with its principal place of business at 1741 South Big Bend Blvd, St. Louis, MO 63117; (b) "Client" means any person or entity who or which is a party to any agreement with WTI; and (c) "Agreement" is any agreement with WTI.

These terms and conditions, as may be amended from time to time, form a part of every Agreement and are fully incorporated into every Agreement and apply to the services and products to be provided by WTI pursuant to any Agreement and any order placed pursuant to any Agreement. In case of a conflict between the express terms of an Agreement and these terms and conditions, the express terms of the Agreement shall apply.

**Scope of Services:** The project for which WTI shall provide consulting and/or training services is described in the applicable Quotation of the Agreement. Additional services requested by Client outside of the scope described in the Quotation will be charged pursuant to WTI's then current rates. WTI shall make reasonable efforts to describe such additional services in a subsequent exhibit or quotation.

**Support Hours:** Support hours are 8 AM – 8 PM CST

**Product:** All sales and services are subject to availability. Freight charges may apply. If any product sold is returned within 30 days of delivery, a restocking fee may apply.

**Effective Date:** The effective date of this version of WTI's terms and conditions is indicated in the footer of these terms and conditions. These terms and conditions apply to all Agreements. Quotations are valid for 30 days.

**Responsibility of WTI:** WTI will provide services in accordance with the standards exercised by members of WTI's profession currently practicing in the same locality under similar conditions and will incorporate applicable laws, codes and standards. No other representation or warranty is made with regard to any services or products, express or implied, and no guaranty is included or intended in any Agreement or in any report, opinion, and document or otherwise. Except as described herein, all goods and services are sold AS IS. WTI will not be responsible for the safety of any job site, as Client acknowledges and agrees that safety of the job site is Client's sole responsibility.

**Client Information:** Client will provide WTI with all necessary information regarding Client's requirements for the project in sufficient time to allow WTI to adhere to desired resolution time frames.

**Payments and Disputes:** Invoices shall be due and payable upon receipt, unless otherwise stated on the invoice. Client must notify WTI, in writing, within 30 days of the date posted on the invoice as the invoice date (or if no invoice date, the date of receipt by Client), of any dispute with the invoice. Failure to notify WTI of a dispute in this manner and within this time frame shall constitute a waiver of any dispute and any claim Client may otherwise have with regard to an invoice.

**Professional Fees:** If the Quotation does not indicate a fixed bid then WTI's fees are based solely on time spent on the engagement. The cost for these services will be billed at WTI's then standard hourly rate range of \$85-\$185 per hour based upon the resources utilized for the project.

**Reimbursed Expenses:** In addition to the aforementioned fees, Client will reimburse WTI for any mileage and out-of-pocket expenses that WTI and its employees and agents incur as a result of the engagement. WTI shall make reasonable efforts to have Client pre-approve large expenses. WTI's policy pertaining to Clients outside of a fifteen (15) mile radius from WTI's office in which the applicable WTI consultant resides is to bill travel time one way at the consultant's then current rate.

**Managed Service Agreements Only:** Managed service agreements are perpetual annual twelve (12) month contracts that, nonetheless, can be terminated by either party at the end of any twelve (12) month term by giving at least sixty (60) days advance written notice. The renewal date is the anniversary date of the date of the Agreement.

**Non-Solicitation:** During the term of any Agreement and for one (1) year after the termination or expiration of the term of such Agreement, Client shall not hire, solicit for hire, or recommend for hire, any of WTI's employee without the prior written consent of WTI. If Client hires an employee of WTI, Client shall immediately pay WTI for the violation of this Section an amount equal to one-hundred percent (100%) of such employee's current, total, annual monetary compensation (including without limitation wages, salary, bonuses, and commissions). Client agrees that the provisions of this Section shall not preclude or limit any available actions at law or in equity, including without limitation, any form of damages to WTI or any injunctive or equitable relief available to WTI, for misappropriation of trade secrets, unfair competition, breach of contract, or other cause of action arising from or out of hiring or recruitment of WTI's employee(s).

**Termination:** Either party may terminate the term of an agreement without cause subject to 60 days written notice. In addition, either party may terminate the term of an Agreement if the other party materially defaults in performing any of its obligations under the Agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the non-defaulting party.

**Limitation of Liability:** The total liability of WTI pursuant to or in connection with any Agreement and the provision of any services or products (including, without limitation, any liability for negligence) shall be limited to the amounts actually paid by Client to WTI for the services or products that were not properly performed. The foregoing limitation of liability shall be effective regardless of the form of action (whether contract or tort) and regardless of whether the charged party knew or should have known for the possibility that the charging party might suffer damages.

**Ownership of documents:** All materials and automated files that WTI brings into the engagement will remain the property of WTI. Any such items exclusively created for Client during the project shall become the property of the Client but any portions thereof which may be generally applicable to WTI's customer base and all resources used to create such items shall remain the property of WTI.

**Confidentiality:** During the term of the Agreement and for three (3) years after termination or expiration of the term of the Agreement, each party agrees not to disclose any confidential information obtained from the other party to any other person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential. Confidential information shall not include information (i) generally known to the public, (ii) already known, through legal means, to the party receiving the information, or (iii) legally obtained from a third party. Notwithstanding anything to the contrary, Client agrees that WTI may use Client's name and a general description of WTI's services with respect to the Project in describing WTI's professional experience and qualifications to prospective clients.

**Assignment:** Client may not assign its rights under this agreement without WTI's written consent.

**Severability and Non-Waiver of Rights:** Any element of the Agreement held to violate law shall be deemed void and all remaining provisions shall continue to be in force. Notwithstanding the foregoing, any restrictive covenant which is able to be blue penciled / revised by a Court of competent jurisdiction in order to make it not violate the applicable law shall be so revised but in the minimum amount to not make it violate law.

**Survival:** All obligations arising prior to the termination of the term or of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WTI, including any applicable sections of these terms and conditions, shall survive the completion of services hereunder and the termination or expiration of the term of the Agreement.

**Force Majeure:** Any task or service which a party is not able to perform or is delayed in performing by reason of (i) a party's failure or delay in performing its tasks, or (ii) acts of God, terrorism, government regulations and orders imposed after execution of this agreement, communication line failures, power failure, the infrastructure of the Internet, third party actions, that are illegal under either a federal or state law, earthquakes, or other disasters, or any other cause beyond the reasonable control of a party, shall excuse the party to that extent.

**Taxes:** Client shall, besides other amounts payable under any Agreement, pay all local, state and federal taxes levied or imposed by reason of the transactions contemplated in this Agreement. Client shall promptly pay to WTI any such taxes actually paid or required to be collected, excluding income taxes on WTI's own income.

**Law:** Venue and jurisdiction for any action arising in connection with any Agreement shall be within the Courts of the State of Alaska, USA. Any Agreement shall be governed by Alaska law.

**Amendments:** These terms and conditions may be amended from time to time by WTI upon prior written notice to Client.

**Written Notice:** Written notice shall be sent to:  
WTI Systems, Ltd.  
1741 South Big Bend Blvd.  
St. Louis, MO 63117  
Attn: Chief Executive Officer

**JOHNSON COUNTY CONTRACT TERMS ADDENDUM  
to WTI Systems, Ltd, (now known as ZOBRIO, Inc.)  
SOFTWARE LICENSE AND SERVICES AGREEMENT  
for  
TREASURER CASH MANAGEMENT SYSTEM HOSTED SOLUTION  
  
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 Zobrio Incorporated (Zobrio, Inc.) formerly known and identified in related documents as WTI Systems Ltd. (said company may be identified in this document and for all purposes as either "**WTI or Zobrio**"). The County and WTI may be collectively referred to as the "**PARTIES**". This is an Addendum to the **QUOTATION and AGREEMENT** between the Parties for the provision of Treasurer Cash Management System Hosted Solution and the licenses, installation, training and services associated therewith. The Quotation and attached Appendix C along with this Addendum shall constitute the entire and complete Agreement between the Parties for **SOFTWARE LICENSES, INSTALLATION, TRAINING and ASSOCIATED SERVICES**.

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. This provision does not affect the Limitation of Liability of WTI which shall be limited to the amounts actually paid by Client to WTI for the services or products that were not properly performed.
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") **as codified and set forth in the Texas Business and Commerce Code effective as of September 1, 2014**; 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 WTI 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 WTI in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

12. Services and products 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 WTI 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. Notwithstanding any other provision in this Addendum or the associated documents, Contractor is being contracted to provide software and information technology and services to maintain and make available for use by Johnson County and the public documents, data, content and records. Said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

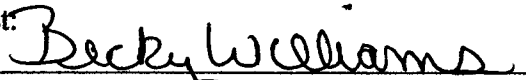
20. The parties agree and understand that this Addendum is to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement or other documents, 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:**

  
Roger Harmon  
County Judge


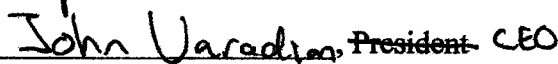
10/14/14  
Date

Attest:   
County Clerk, Johnson County

10/14/14  
Date



**ZOBRIO, INC:**  
**FORMERLY KNOWN AS WTI SYSTEMS, LTD.**

  
 President- CEO  
WTI SYSTEMS, LTD.  
ZOBRIO, INC.

10/2/14  
Date