

Contract Between Wise County, Texas And STW Inc.

For Licensing, Installing and Supporting Application Software

The parties to this Contract are STW, Inc. (STW), a Texas corporation and Wise County, Texas (Customer). This Agreement sets forth the terms and conditions under which STW will furnish Licensed Products and provide certain services described herein to Customer, and Customer will pay therefor. This purchase is being made via DIR contract DIR-TSO-2577.

Exhibits attached which are a part of this Contract are:

- Appendix A - the STW Investment Quotation for the Wise County, Texas
- Appendix B – Extended Support Agreement for the Wise County, Texas

For and in consideration of the mutual undertakings herein set forth, the parties hereto agree as follows:

- 1) **DEFINITIONS.** The following terms as defined below are used throughout this Contract.
 - a) "Licensed Software." The machine-readable object code version of the software that STW makes generally available and described in Appendix A, whether embedded on disc, tape or other media.
 - b) "Licensed Documentation." The published user manuals and documentation that STW makes generally available for the Software.
 - c) "Updates." Any enhanced and/or improved versions of the Software provided under Appendix A of this Agreement and released to the Customer after execution of this Contract.
 - d) "Licensed Products." (1) The Licensed Software, (2) Licensed Documentation, (3) Updates, and (4) Licensed Custom Software provided under this Contract, or (5) any copy of items (1) - (4).
 - e) "Licensed Custom Software." Any software programs (or portions of programs) developed by STW specifically for Customer's own use.
 - f) "Authorized Copies." The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined as follows:
 - i) the single copy of the Licensed Software and the related Licensed Documentation delivered by STW under this Agreement; and
 - ii) any additional copies made by the Customer, as authorized in Section 3(c) and 3(d).
 - g) "Designated System." The hardware and software as specified, listed in Appendix A, and installed at 207 N Church Street, Decatur, TX 76234.

2) PRIMARY CONTACTS AND REPRESENTATIVES.

The primary contact for STW during the term of this Agreement shall be:

Mr. Steven Franklin
212 East Franklin Street
Grapevine, Texas 76051
Phone: (817) 329-1711
Fax: (817) 421-0206

The primary contact for Customer during the term of this contract shall be:

Mr. J.D. Clark
207 N Church Street
Decatur, TX 76234
Phone: (940) 627-5744

Both parties shall notify the other party in writing of any change in the primary contact.

3) LIMITED USE LICENSE.

- a) In consideration of annual software rental fees and other charges, if any, and the applicable custom software fees, if any, as provided in Appendix A, STW hereby grants Customer and Customer hereby accepts from STW a non-transferrable and non-exclusive right to use the Licensed Software only on the Designated System and only for its internal processing needs, subject to the terms and conditions specified herein for a term as provided by Section 18 herein.
- b) Once Customer has paid the annual software rental fees for Licensed Software, Customer shall have the right and license to use, enhance, or modify the Licensed Software only for the Customer's own use and only on the Designated System for the term of the license.
- c) In order to assist Customer in the event of an emergency, Customer is permitted to make up to two (2) back up copies on magnetic media of each application of the Licensed Software and one back up copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from Customer's premises (as specified in the Definitions Section) so long as they are kept in a location secure from unauthorized use. Customer or anyone obtaining access through Customer shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product includes, without limitation, copies of the following:
 - i) program libraries, both source or object code;
 - ii) operating control language;
 - iii) test data, sample files, or file lay outs;
 - iv) program listings; and
 - v) licensed documentation.
- d) Upon written request by Customer, and with written permission by STW, additional Authorized Copies may be made for Customer's internal use only.

- e) Customer may use the Licensed Products on the Designated System only while it possesses and operates the Designated System, and only during the term of the license.
 - f) If Designated System becomes temporarily inoperable, Customer may load and use the Software on another System until the original Designated System becomes operable.
 - g) Any other use or transfer of the Software will require STW's prior approval, which approval will not be unreasonably withheld, and which may be subject to additional charges.
 - h) Customer may use Licensed Products only in and for the Customer's own internal purposes and business operations. Customer will not permit any other person to use Licensed Products, whether on a time-sharing, remote job entry or other multiple-user arrangement. Customer may make back-up archival copies of the Software and any related Updates. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer will not otherwise attempt to copy, translate, modify, adapt, decompile, disassemble or reverse engineer Licensed Products.
- 4) **PAYMENT.**
Customer agrees to pay STW the amounts specified in Appendix A in U.S. dollars and by the date specified in Appendix A.
- 5) **LICENSED SOFTWARE UPDATES, CUSTOMER SUPPORT. .**
- (a) STW agrees to provide Customer, at no additional charge, with the Updates that STW may make generally available during the Contract period. This Paragraph will not be interpreted to require STW to either:
 - a. develop and/or release Updates; or
 - b. customize Updates to satisfy Customer's particular requirements.
 - (b) Updates will not include any new Products that STW decides, in its discretion, to make generally available as a separately priced Update or option. An update provided free of charge to more than one other customer will be provided free of charge to Customer.
 - (c) Updates will provide full data compatibility with prior versions or will include programs and/or utilities to automatically convert prior data files to structures required by the Update.
 - (d) The following services shall also be included as Support, and provided under this Section:
 - i) Temporary fixes to Licensed Products;
 - ii) Revisions to Licensed Documentation to reflect new software functions, features and operations;
 - iii) Reasonable telephone and/or remote (dial-in) support for Licensed Products, Monday through Friday from 8:00 a.m. to 5:00 p.m., local time; and
 - iv) Invitations to and participation in user group meetings, if any.

- (e) Additional support for other services is available as requested by Customer, using the hourly rates as provided in Appendix A of this Contract. These additional services include, but are not limited to, the following:
 - i) Designing, programming and supporting Licensed Custom Software.
 - ii) Maintaining modified Licensed Software and/or Licensed Custom Software.
 - iii) File conversion and assistance.
 - iv) Installation of Licensed Software updates.

6) LIMITED WARRANTIES.

- (a) **Warranty.** STW warrants that Licensed Products and Updates will (1) conform to STW published product manuals in effect on the date of delivery; and (2) perform substantially as described in the accompanying Licensed Documentation after delivery for 90 calendar days. STW does not warranty that the Licensed Products will satisfy or may be customized to satisfy all of Customer's requirements.
- (b) **Remedies.** In case of breach of warranty related to the quality of the Licensed Products, STW or its representative will correct or replace any defective Licensed Product or, if not practicable, STW will accept the return of the defective Licensed Product and will refund to Customer the amount actually paid to STW for the defective Licensed Product, less depreciation based on a five-year straight-line depreciation schedule, and a pro-rata share of any maintenance fees that Customer actually paid to STW for the period that such Licensed Product was not usable. Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and STW's exclusive liability, for any breach of warranty related to the quality of the Licensed Products.
- (c) **Disclaimer.** Except as expressly provided in this Contract, all other warranties, conditions, representations, indemnities and guarantees with respect to the Licensed Products whether expressed or imputed, arising by law, custom, prior oral or written statements by STW or its licensors or representatives or otherwise, including, but not limited to, any warranty or merchantability or fitness for particular purpose, are hereby overridden, and excluded and disclaimed.
- (d) The foregoing warranties do not apply if the Licensed Products have been modified by any party other than STW or its authorized licensors or representatives.

7) **INDEMNITY.**

- (a) STW agrees to indemnify and save Customer harmless from and against any and all judgments, suits, costs and expenses subject to the limits set forth in this Contract resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Software pursuant to this Contract.
- (b) **Indemnity.** If action is brought against Customer claiming that Licensed Product infringes a patent, copyright or trade secret within the United States, STW will defend Customer at STW's expense and, subject to Section 8 of this Contract, pay the damages and costs finally awarded against STW in the infringement action, or against Customer for an infringement for which STW has agreed to indemnify Customer under this contract. Such damages are due Customer only under the following conditions: (1) Customer notifies STW promptly upon learning that the claim might be asserted; (2) STW has control over the defense of the claim and any negotiation for its settlement or compromise; and (3) Customer takes no action that, in STW's judgment, is contrary to STW's interest.
- (c) **Alternative Remedy.** If a claim described in Paragraph 7(b) may be or has been asserted, Customer will permit STW, at STW's option and expense to (1) procure the right to continue using the Licensed Product; (2) replace or modify the Licensed Product to eliminate the infringement while providing functionally equivalent performance; or (3) accept the return of the Licensed Product and refund to Customer the amount actually paid to STW for such Licensed Product, less depreciation based on a five-year straight-line depreciation schedule, and a pro-rata share of any maintenance fees that Customer actually paid to STW for the period that such Licensed Product was not usable.
- (d) **Limitation.** STW shall have no indemnity obligation to Customer if patent, copyright or trade secret infringement claim results from the following:
 - i) a correction or modification of the Licensed Product not provided by STW;
 - ii) the failure to promptly install an Update; or
 - iii) the combined use of the Licensed Products with software not provided or supplied by STW.

8) **NO CONSEQUENTIAL DAMAGES.**

Under no circumstances will STW or its licensors or representatives be liable for any consequential indirect special, punitive, or incidental damages, whether foreseeable or unforeseeable based on Customer's claims or those of its customers, including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of the Licensed Products, interruption in use or availability of data, stoppage or other work or impairment of other assets out of breach or failure of express or implied warranty, breach of contract, misrepresentation of negligence, strict liability in tort or otherwise, except only in the case of death or personal injury where and to the extent that applicable law requires such liability.

In no event will the aggregate liability which STW or its successors or representatives may incur in any action or proceeding exceed the total amount actually paid by Customer for the specific Licensed Product that directly caused the damage.

9) OWNERSHIP.

- (a) All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Products are and will remain the exclusive property of STW or its licensors, whether or not specifically recognized or perfected under applicable law. Customer shall obtain no right, title or interest in the Licensed Products by virtue of this Contract other than the non-exclusive, nontransferable license to use the Licensed Products as restricted herein. Customer will not take any action that jeopardizes STW's or its licensor's proprietary rights or acquire any right in the Licensed Products, except the limited use rights specified in Section 4. STW agrees to notify customer in writing if STW determines that Customer has or is about to take any action identified above which Customer has agreed not to take.
- (b) STW or its licensor will own all rights in any copy, translation, modification, adaptation or derivation of the Licensed Products, including any improvement or development thereof.
- (c) Customer will obtain, at STW's request, the execution of any instrument that may be appropriate to assign these rights to STW or its licensor or perfect these rights in STW's or its licensor's name.
- (d) STW hereby warrants that STW has exclusive ownership of the Licensed Software. Customer agrees that STW claims exclusive ownership of the Licensed Software.

10) CONFIDENTIAL INFORMATION AND NON-DISCLOSURE.

- (a) Customer acknowledges that Licensed Products incorporate confidential and proprietary information developed or acquired by or licensed to STW. Customer will take all reasonable precautions necessary to safeguard confidentiality or proprietary notice placed on Licensed Products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature. (b)
- (b) Subject to requirements of the Freedom of Information Act (FOIA) and applicable State of Texas and local statutes relating to open records, each party shall hold all confidential information in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party. The other party agrees not to disclose any such confidential information by publication or otherwise, to any other person or organization, unless ordered to do so by a court of law or otherwise required under federal or State law.
- (c) Customer hereby acknowledges and agrees that all Licensed Products are confidential information and proprietary to STW. In addition to other

restrictions set forth elsewhere in this Contract or otherwise agreed to in writing, Customer agrees to implement all reasonable measures to safeguard STW's proprietary rights in Licensed Products, including without limitation the following measures:

- i) Customer shall permit access to Licensed Products only to those employees who require access and only to the extent necessary to perform Customer's internal processing needs.
- ii) With respect to agents or third parties, Customer shall permit access to Licensed Products only after STW has approved and returned a written non-disclosure statement to Customer, which approval shall not be unreasonably withheld. STW reserves the right to reasonably refuse access to a third party after it has evaluated the request. Customer agrees to provide information reasonably requested by STW to assist STW in evaluating Customer's request to permit third party access to Licensed Products. In addition to any other remedies, STW may recover all reasonable and documented damages and legal fees incurred in the enforcement of this provision on third party access,
- iii) Customer shall cooperate with STW in the enforcement of the conditions set forth in the non-disclosure statement, or any other reasonable restrictions STW may specify in writing in order to permit or restrict access.
- iv) Customer shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials.

11) TERMINATION.

- (a) By Customer: If STW fails to provide the Licensed Software as warranted in accordance with the terms of this Contract, Customer may at its option, without refund, terminate this Contract with ninety (90) days written notice as follows:
 - i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - ii) STW shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this Contract;
 - iii) At the end of ninety (90) days unless the termination has been revoked in writing by Customer, the Contract terminates.
- (b) By STW: If Customer fails to make prompt payments to STW when invoiced and within the time frame outlined in this Contract, or if Customer fails to fulfill its responsibilities as prescribed in this Contract, STW may at its option terminate this Contract upon ninety (90) days written notice to Customer, as follows:
 - i) The termination notice shall define the reason(s) for termination;
 - ii) If the reason cited for termination is Customer's failure to make prompt payment, Customer shall have fifteen (15) days from receipt

- of said notice to make payment in full for all outstanding invoiced payments due;
- iii) If the cited reason for termination is Customer's failure to fulfill its responsibilities, Customer shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Contract.
 - iv) At the end of ninety (90) days, unless the notice of termination has been revoked in writing by STW, the Contract terminates.
- (c) In the event of termination by either party, STW shall continue to provide services, as previously scheduled, through the termination date and Customer shall continue to pay all reasonable and documented fees and charges incurred through the termination date as provided in this Contract.
- (d) This Contract may be terminated without judicial or administrative resolution if Customer or STW, or any of Customer's, or STW's employees or representatives breach any term or condition hereof
- i) Either party may terminate this Contract in the event of bankruptcy, insolvency and/or assignment for the benefit of creditors of or by either party.
 - ii) Upon the termination of this Contract for any reason, STW's maintenance and support of the Licensed Products will cease, and the license shall be considered terminated.
 - iii) Upon termination of this Contract for any reason, Customer shall return or destroy all copies of the previously licensed software and shall cease all use of the software.
 - iv) This Contract shall inure to the benefit of and bind parties hereto, their successors and assigns.
 - v) The provisions of Sections 7, 8, 9, and 10 will survive the termination of this Contract.

12) RIGHT TO INSPECTION.

During the term of this Contract, STW or its representative may, upon 30 days prior written notice to Customer, inspect the files, computer processors, equipment and facilities of Customer during normal working hours to verify Customer's compliance with this Contract.

13) MISCELLANEOUS.

- (a) All notices or approvals required or permitted under this Contract must be given in writing. Any waiver or modification of this Contract will not be effective unless executed in writing and signed by both parties.
- (b) This Contract will bind both the Customer's and STW's successors-in-interest. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A. If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.

- (c) This Contract constitutes the complete and entire statement of all conditions and representations of the agreement between STW and Customer with respect to its subject matter.
- (d) This Contract may be amended or modified only in writing by both parties.
- (e) Source code for the application Software will be resident on Customer's Designated System, during the term of the Contract.

14) INSTALLATION AND TRAINING.

- (a) STW shall make available to Customer qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. Customer and STW will develop a mutually agreeable training schedule. Costs for hourly services are described in Appendix A.
- (b) Installation and training support services will be performed at Customer's premises, unless otherwise stated.
- (c) Training shall consist of both operational and administrative information.
- (d) Training will also include hardware and data communications systems, as applicable, including, but not limited to, system configuration, back-up and recovery training, standards for system management and general operations training for Customer personnel.
- (e) All software application training shall be provided by STW. Each program shall be demonstrated step-by-step, practicing each menu, each screen, and each entry as well as explaining how to use the written and/or on-line documentation.

15) INDEPENDENT CONTRACTOR.

STW is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

16) INSURANCE REQUIREMENTS.

Each party shall be responsible for Worker Compensation coverage for its own personnel. STW shall not commence work under this Contract until it has obtained Worker Compensation Insurance. STW shall procure and maintain, during the term of this Contract, Worker Compensation Insurance for all of its employees or representatives who engage in the work to be performed. Should Customer require other insurance coverage of STW, it shall be provided at Customer's expense upon notice to STW.

17) **NOTICES**

Notices to STW shall be mailed certified mail, return receipt requested to: Mr. Steven Franklin at 212 East Franklin, Grapevine, TX 76051.

Notices to Customer shall be mailed certified mail, return receipt requested to: Mr. J.D. Clark, Wise County, Texas, 207 N Church Street

18) **TERM OF LICENSE AND SOFTWARE SUPPORT**

The initial term of this agreement is one year from the date of the authorized signatures provided below, and will automatically renew annually every October 1st unless notice of termination is given by either party. Reasonable price increases are applicable after the first year of the contract.

This Contract contains the complete and exclusive statement of the Contract between the parties concerning the matters referred to herein and replaces any prior oral or written representations or communications between the parties. Each individual signing below represents that they have the requisite authority to execute this Contract on behalf of the organization for which they represent and that all necessary formalities have been met. This Contract is effective upon the last date shown on this page.

AGREED TO BY:

STW Inc.

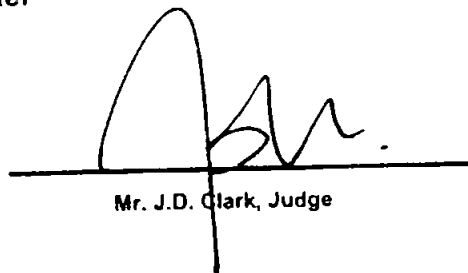
Customer

By:



Steven Franklin, President

By:



Mr. J.D. Clark, Judge

Date

9-7-17

Date

9/11/17

Appendix A

- 1) Installation Time. STW agrees to complete installation of all software modules within mutually agreed schedule with Customer.
- 2) Licensed Products and Charges:

Application	One Time Fee	Annual Maintenance and Software Lease	Total Cost
General Ledger		2,200.00	2,200.00
Accounts Payable		1,750.00	1,750.00
Budget Preparation		1,750.00	1,750.00
Fixed Assets		1,750.00	1,750.00
Payroll		2,500.00	2,500.00
Cash Receipts		1,750.00	1,750.00
Miscellaneous Accounts Receivable		1,750.00	1,750.00
Payroll Budgeting		2,500.00	2,500.00
Report Distribution		2,000.00	2,000.00
Stw Tools		1,750.00	1,750.00
ClearRec		1,500.00	1,500.00
Infor Query (Vision)	5,653.00	1,151.00	6,804.00
Intellicus	750.00	1,500.00	2,250.00
IBM Database	2,500.00		2,500.00
eFormZ MICR Software	1,250.00		1,250.00
Cisco VPN Device	600.00		600.00
Support Agreement		8,585.00	8,585.00
Totals	\$ 10,753.00	\$ 32,436.00	\$ 43,189.00

- 3) **Payment Schedule:** Customer shall pay STW upon receipt of a valid invoice within thirty (30 days) of the receipt of an invoice for one time license fees, installation, training, conversion, and travel charges. Annual Maintenance and Lease fees as set forth in Paragraph 2 hereof shall be due and payable when the specific application is in production use by the customer, and then annually from the effective date of this Contract.
- 4) **Miscellaneous:**
 - a) **System Conversion.** STW agrees to be responsible for system conversion to the designated System. Acceptable conversion shall require that prior Customer data files are operational and "in balance" under the Customer's current application software environment. The cost of the conversion is based upon the hourly charges as specified in 4(c).
 - b) **Use of Independent Contractors.** STW may engage independent contractors to perform all or part of STW's obligations under this Contract.
 - c) **Hourly Charges.** Charges for services performed, such as charges for Software customization, installation, training, and conversion are \$145 per hour (hourly rate based upon the individual), plus out-of-pocket expenses.

STW Financial and Utility Billing Software

Stw Summary	One Time	Annual Lease/Support
Total Software & Services	\$ 112,243	\$ 32,436

Summary

Financial & Utility Billing Software	One Time	Annual Lease/Support
Stw Application Software Annual Lease		\$ 19,700
Conversion	\$ 25,200	
Implementation and Training	\$ 51,800	
Project Management	\$ 5,600	
Server Software / Support Tools:	\$ 4,350	\$ 1,500
Reporting Tools:	\$ 6,453	\$ 2,651
Additional Services and optional items:	\$ 9,520	
Support Agreement		\$ 8,585
Special Services	\$ 9,320	
Total	\$ 112,243	\$ 32,436

Applications

Stw Application Software		Qty	Estimated Product Cost	Estimated Implementation and Training	Estimated Conversion	Annual Lease Support
General Ledger / Budgetary Accounting	Full conversion, up to 5 years of history.			\$ 5,600	\$ 7,000	\$ 2,200
Accounts Payable / Encumbrances	Vendor master data only			\$ 5,600	\$ 3,360	\$ 1,750
Budget Preparation	Master files only.			\$ 2,240	\$ 3,360	\$ 1,750
Fixed Assets	Master files only, using Stw spreadsheet for conversion.			\$ 2,800	\$ 4,480	\$ 1,750
Payroll	Master Files only, no check history.			\$ 7,840	\$ 7,000	\$ 2,500
Cash Receipts / Revenue Accounting	No conversion			\$ 3,360		\$ 1,750
Miscellaneous Accounts Receivable	No conversion			\$ 2,520		\$ 1,750
Payroll Budgeting	No conversion			\$ 5,600		\$ 2,500
Report Distribution	No conversion			\$ 3,920		\$ 2,000
Stw Tools	Not applicable			\$ 1,400		\$ 1,750
Subtotal:				\$ 40,880	\$ 25,200	\$ 19,700
Required Server Software / Support Tools						
IBM DB2 UDB Database	Version is dependent on Windows server OS level.		\$ 2,500			
Dedicated VPN devices for Stw support.	Cisco ASA or equivalent.		\$ 600			
eFormz Forms printing software.	eFormz is used for MICR checks, and other forms. Cost is per printer.	1	\$ 1,250	\$ 560		
ClearRec bank reconciliation software	PC based bank reconciliation software which is fully integrated with the Stw financial financials.	1		\$ 1,120		\$ 1,500
Initial Security Setup & Implementation	Implementation and training services for 1 user, regarding Stw application and account access security.	10		\$ 1,400		
Stw server and VPN setup services.	One time charge for services.			\$ 1,680		
Subtotal:			\$ 4,350	\$ 4,760		\$ 1,500
Reporting Tools						
Infor Query and Analysis for Excel 1st User	Server software and 1st user.	1	\$ 4,653	\$ 2,800		\$ 931
Infor Q&A additional concurrent users.	Excel Add-On to Excel	1	\$ 1,050	\$ 1,120		\$ 220
Intelliscue / Web Based Reporting	Web based / concurrent users.	2	\$ 750	\$ 2,240		\$ 1,500
Subtotal:			\$ 6,453	\$ 6,160		\$ 2,651
Totals			\$ 10,803	\$ 51,800	\$ 25,200	\$ 23,851

Special Services

Stw Application Software	Ref.	Estimated Required Hours	Estimated Cost
Description of additional services related to this project:			
Convert up to 10 years of general ledger history	1	16	\$ 2,320
Convert payroll summary history for each employee	2	50	\$ 7,000
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Hardware

Quantity	Main Server (Typically used to create 2 virtual machines)	Sample Price	Estimated Total
1	Intel dual 6 core processor. E5-2620 2.1 GHZ	\$3,906	\$3,906
32	GB of main memory		
1	Hardware RAID 5 controller		
1	Hard Drive or External Backup System		
1	Windows Server 2012 Standard (with 2VM's and Server 2008 R2 Downgrade Media)		
1	CD-RW/DVD ROM		
2	1GB NIC		
2	Power Supplies (for redundancy)		
2	Fan (for redundancy)		
5	500GB 7.2K RPM Disk Drives (1 drive is a hot spare)		
1	Sever Backup Software		
Quantity	Internet Access Server / Security	Price	Total
1	SSL Certificate	\$185	\$185
1	Domain Name Registration / first year	\$ 10	\$10
Quantity	Scanners (Optional)	Price	Total
1	Epson WorkForce Pro GT-S50 Document Image Scanner	\$ 375	\$375
1	Android Fixed Asset tablet and scanner	\$ 350	\$350
1	STW Fixed Asset Inventory Software	\$ 300	\$300
Quantity	Cash Receipts Equipment	Price	Total
0	Ithaca Receipt Printer 151P-MIC	\$449	\$0
1	Ithaca Receipt Printer 9000	\$300	\$300
1	Electronic Cash Drawer MS for Ithaca receipt printer(s).	\$120	\$120
1	EMV compatible credit card terminals.	\$300	\$300
Quantity	MICR Check Printers & Supplies	Price	Total
1	HP LaserJet M402N Printer	\$200	\$200
1	Troy M402N MICR Toner Secure High Yield Cartridge	\$217	\$217
Quantity	Other Recommended Items	Price	Total
			\$0
			\$0
			\$0
			\$0
Total Estimate Hardware:			\$6,263

Appendix B

The parties to this Contract are STW, Inc. (STW), a Texas corporation and Wise County, Texas. This Agreement sets forth the terms and conditions under which STW will furnish "Extended Support Services" for STW Licensed Products as described herein to Customer

For and in consideration of the mutual undertakings herein set forth, the parties hereto agree as follows:

1. **DEFINITIONS.** The following terms as defined below are used throughout this Contract.
 - (a) "Extended Support" is defined as services in addition to the standard "telephone support" provided with the annual STW application software lease, and software products distributed by STW. Extended support is separated into the following major categories:
 - a. **STW application software.** This service provides assistance, how to, step by step, and problem solving to Customer for users of STW application software. Customer users must have working knowledge of their job function, and of the STW application software.
 - b. **STW application security.** This service provides assistance in the setup and maintenance of user security and the creation and maintenance of user defined menus used to access the various applications. Application security only controls the use of resources granted to user, and not which resources are granted to them. They, in turn, determine the use of these resources by users of the application through application security. Implementation and completeness of application security remains a Customer responsibility
 - c. **Desktop & Printers.** This service provides support for issues related to the operation of the STW application software on local personal computers, and related printing issues. This addresses problems with Internet Explorer, loading of required STW add on programs, and Java issues. STW must have administrator rights to the local PC to perform some actions. Some issues may not be resolved unless the operating system on the local PC is reloaded, and STW does not provide this service as a part of this agreement.
 - d. **Database Administration Support.** This service is to provide periodic database tuning, and to analyze server performance issues related to the STW application software. The recovery effort required is

determined by factors outside of STW's area of control, and will vary by the server and network environment.

- e. **Reporting Tools:** This support item provides users support for using Vision and Intellicus reporting tools, which are products distributed by STW. Users must have already received training in the reporting tool products, and should be reasonably proficient with the product.
 - f. **Training:** Unlimited, web based, one-on-one remote training will be made available to any user during normal business hours (Monday – Friday 8 AM to 5PM). The training will be no more than two hours and it must be scheduled at least one week in advance of the actual training. This does not include training for newly purchased applications.
- (b) **Additional Services.** The services listed below are **not** included in the STW Extended Support Agreement. These services shall be provided at STW's discretion and will be billed on a time and materials basis at the rates for additional services contained in Paragraph 4 or Appendix A hereto.
- a. Changes to print programs such as the printing of checks or utility bills.
 - b. Software modifications.
 - c. Software training for new STW application software or reporting tools.
 - d. Software implementation or consulting services.
 - e. Responding to problems caused by hardware.
 - f. Recovery services related to server crashes.
 - g. Responding to problems caused by software that is not STW application software or STW reporting tools.
 - h. Time required for STW to create reports for a Customer user, using reporting tools.
 - i. Responding to problems resulting from misuse, accidents, Customer neglect, fire, or any other cause not within STW's reasonable control.
 - j. Changes made to STW application software or operating system environment, by someone other than STW staff.
 - k. Any other services performed by STW not otherwise specifically provided for in this agreement, including but not limited to, bank reconciliation, reconciling out of balance reports, balancing segments of the system, etc.
- (c) **Support Environment:** Customer must open any firewall ports to allow the use of STW support products. STW currently uses Citrix products include "GoToAssist", but may change these products at any time. If Customer will not allow access for STW support products, STW cannot guarantee support standards will be met.

2 CUSTOMER SUPPORT.

- (a) STW agrees to provide Customer with the
 - (1) Extended support for STW Licensed Products as defined by definitions from Monday through Friday from 8:00 a.m. to 5:00 p.m., local time. After hours support can be scheduled in advance to a mutually agreeable time period between Customer and STW staff.
 - (2) Invitations to and participation in online web meetings, if any.

- (b) Additional services are defined in Definitions.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Stw Inc
Grapevine, TX United States

Certificate Number:
2017-257774

Date Filed:
09/07/2017

Date Acknowledged:
9-11-17

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

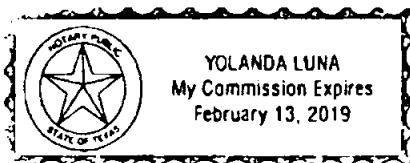
STW
Financial Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Franklin, Steven	Grapevine, TX United States	X	
Barber, Christopher	Grapevine, TX United States	X	
Johnson, David	Grapevine, TX United States	X	
Spencer, John	Grapevine, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Steven Franklin
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Yolanda Luna, this the 7 day of September 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Yolanda Luna
Printed name of officer administering oath

Notary
Title of officer administering oath