

FILED FOR RECORD
at 2:00 o'clock P M

FEB 14 2023

By BECKY LANDRUM
County Clerk, Hunt County, Tex.

Hunt County - PubWorks no Mobile

Comments from Dustin Brinkman

PubWorks is licensed exclusively for Precincts 1, 2, 3, and 4 of Hunt County, TX their divisions and employees, placing no limit on the number of clients, mobile devices, or PCs on which the software is installed.

Existing pricing has been extended to 2/15, this pricing structure expires on that date.

Products & Services

Item & Description	Quantity	Unit Price	Total
Asset Management & Job Costing Core	1	\$15,000.00	\$15,000.00
Service Requests	1	\$6,000.00	\$6,000.00

Item & Description	Quantity	Unit Price	Total
<p>ESRI MapViewer</p> <p>For local server installs, GIS MapViewer requires an ArcEngine license to be installed on each workstation that will be utilizing the MapViewer module.</p> <p>For Cloud Installs, GIS MapViewer requires a Concurrent-user ESRI ArcEngine license for each user desiring to utilize MapViewer at the same time</p>	1	\$10,000.00	\$10,000.00
<p>Installation, Setup, & Data Conversion</p> <p>24 Number of hours included. \$125/hour</p> <p>Data conversion programming will be needed to establish a PubWorks database in which we will structure an asset hierarchy that is familiar and natural and migrate as much data as possible from your existing systems.</p> <p>Data Conversion assures that the PubWorks database is ready to use immediately after installation and possess the data and information that is familiar to your organization.</p> <p>We will install the necessary PubWorks folders and files that will be used run the PubWorks software and assist you in setting-up and configuring the software for your environment.</p>	1	\$4,000.00	\$4,000.00
<p>Onsite User Training</p> <p>3 number of days</p> <p>Onsite, hands-on user training is included as part of this quote. Follow-up web based training is provided free of charge.</p> <p>Based on the software purchased and detailed in the quote we will provide a total of three days of on site instructor-led end user training.</p> <p>Reasonable instructor travel expenses invoiced separately at the conclusion of training.</p>	1	\$3,600.00	\$3,600.00

Item & Description	Quantity	Unit Price	Total
GIS Data Conversion 5 Layers per precinct = 20 total layers converted --Additional GIS data conversion is available at \$125/layer.	1	\$2,500.00	\$2,500.00
Annual Software & Maintenance	1	\$7,750.00 / year	\$7,750.00 / year for 1 year
PubWorks - Cloud Hosting	1	\$2,000.00 / year	\$2,000.00 / year for 1 year
Subtotals			
Annual subtotal			\$9,750.00
One-time subtotal			\$41,100.00
		Total	\$50,850.00

Purchase terms

Upon signature of the parties, this Order is a legally enforceable agreement.

This Order shall be in effect as of the last date in the signature boxes below ("Effective Date") and shall continue until the end of the term of the last Service in this Order, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. A Service set forth above shall be in effect from the Effective Date and shall continue for the initial term specified herein for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. Web-based Services and Desktop Services terms are one-year in length from January 1 – December 31 ("Calendar Year"). If this Effective Date is within a Calendar Year, the initial term prorates from the Effective Date month to the end of the Calendar Year. Upon expiration of the initial term of the applicable Web-based or Desktop Service, such Service will automatically renew for additional successive renewal periods of a one-year in term length aligned to the Calendar Year for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement or unless either party provides the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then-current initial term or renewal term for such Service.

Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts it owes to gWorks for such Service as set forth in the table above; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession related to such Service. Annual fees are nonrefundable. Notwithstanding the above, if, within thirty (30) days after the termination of a Service data export is requested by Client, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. No termination or expiration of a Service, this Order, or the Master Services Agreement will affect Client's obligation to pay all amounts set forth in the table above.

Fees for all one-time Implementation or Professional Onboarding or Professional Services and fees for all Web-based Services and Desktop Services are due and payable as follows:

- Annual fees are payable in full or prorated based on the calendar month on the execution of this Ordering Document for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "annual fees") are due before or by the start of the Calendar Year term thereafter.

- 50% of Professional Services are due on the Effective Date of this Order. The final 50% of Professional Services are due on completion or 90-days after the Effective Date, whichever comes first.

Any Professional Services not defined in this Ordering Document are billable at gWorks' current hourly billable rate, or at gWorks sole discretion may be a separate Ordering Document of defined Services. Onsite service requests are billable at gWorks' current hourly billable rate with a minimum of eight (8) hours. One-time complimentary remote, web-based training is included with each Desktop Service within 15 days of software implementation. If the Client does not complete this complimentary training within 15 days, the training will be billable at gWorks' current hourly billable rate. Complimentary training will not exceed 2 hours per Desktop Service, or as set forth at gWorks sole discretion.

This Order, including the then-current Master Services Agreement & Terms of Service and Privacy Policy, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof.

This Order may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Order, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Order may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Order by such methods shall be deemed to be valid and effective for all purposes.

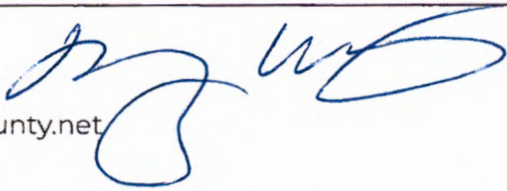
This Order is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference. By signing this Order, the Client expressly agrees to all terms and conditions in the agreements, policies, and documents set forth below.


- Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>

By signing this Order, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Order and any documents incorporated herein and that, upon their signature, this Order and any documents incorporated herein will become the legally binding agreement of the Client.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Bobby Stovall 
jsims@huntcounty.net

Dustin Brinkman  2/15/2023
dustin@gworks.com

Questions? Contact me



Dustin Brinkman
dustin@gworks.com

gWorks
3905 S 148th St
Ste 200
Omaha, NE 68144
USA



January 2, 2023

To Whom It May Concern:

This letter has been written to confirm that PubWorks® software, including all optional modules, is a sole source product. The database and software is designed, manufactured, sold, distributed and serviced exclusively GIS Workshop, LLC (d/b/a gWorks) (“gWorks”).

gWorks maintains all copyright privileges for their products and these products must be purchased directly from the company. There are no agents or dealers authorized to represent these products and no division of gWorks has any right of sub-license to make a similar or competing products.

gWorks warrants that no other items or products are available for purchase that would serve the same purpose or function and there is only one price for the above-named product because of exclusive distribution and marketing rights.

gWorks owns all rights to the software.

- gWorks owns and maintains the source code.
- gWorks is the exclusive provider of support within the United States.
- No third-party vendor is authorized to support the software in any manner.
- There are no other distributors, agents, or dealers authorized to sell or support the product in the state of Texas.

Please let me know if I can provide any additional information for your consideration.

Sincerely,

Janelle Hueton

Janelle Heuton
Chief Product Officer