

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
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Bill/Ship to: Jackie Skinner
j Skinner.aud@co.tyler.tx.us
cc AP Contact: N/A

Client Name: Tyler County
Client Address: 100 West Bluff, Woodville , TX 75979
Quote Number: 30382
Quote Type: Expansion

Quote Date: February 09, 2024

Subscription Period Start Date: February 09, 2024
Subscription Period End Date: January 19, 2025

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>DIR-CPO-5262</i>	<i>Total</i>
JustFOIA SERVICE PACKAGES				
<input checked="" type="checkbox"/> Additional Department Onboarding	1	\$2,250.00	\$2,040.19	\$2,040.19
<input checked="" type="checkbox"/> DirectRoute Workflow Configuration	1	\$2,500.00	\$2,266.88	\$2,266.88
<i>Checkboxes that change the request status and notifies the assignee(s).</i>				

SUBTOTAL - ONE-TIME SERVICES **\$4,307.07**

YEAR 1 ORDER COST **\$4,307.07**

This is NOT an invoice. Please use this confirmation to initiate your purchasing process

RECURRING SERVICES

The Recurring Services portion of this Order will renew based on the same terms included in the JustFOIA Subscription Order, to which this expansion applies.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event**"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or

- (d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

PRICING & BILLING TERMS

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	Within 30 days of receipt of Order.
One-Time Services	Upon delivery completion and Client acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL SUPPORT

To support your journey, it's important to have a plan should issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@justfoia.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for, must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.
- with any other activities or tasks required to complete the services in accordance with this Order.

DIRECTROUTE WORKFLOW CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a detailed outline of the desired trigger field (department checkboxes or department dropdown on the request form and desired submission outcome for the initial routing automation)

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 2 hours)
- Configure and implement DirectRoute Workflow based on requestor form inputs (not to exceed 5 hours)
- Complete testing

ADDITIONAL DEPARTMENT ONBOARDING

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner
- Perform user acceptance testing

JustFOIA TASKS & DELIVERABLES

- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Conduct Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public-facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Configure one (1) request form and necessary request statuses and workflow task lists
- Provide technical support through user testing before going live
- Conduct one (1) Remote System Training for form Administrator and Power Users (1 hour); recording made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour); recording made available in Training Center

This addendum, designated as Addendum No. 1 (this "Addendum") is entered into as of _____ ("Addendum Effective Date"), by and between JustFOIA and Client and is subject to Order No. 29721. This Addendum is hereby incorporated into the Order and made a part thereto. If there is any conflict between a provision of the Order and this Addendum, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Order. This Addendum supersedes any previous quotes or proposals received on the subject matter hereof. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc. ("JustFOIA")

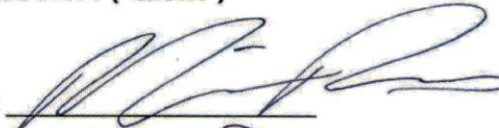
Signed: _____

Name: _____

Title: _____

Date: _____

TYLER COUNTY ("Client")

Signed: 

Name: Milton Powers

Title: County Judge

Date: 2-21-24