



## **Act! & Affiliates Annual Multi-Year Billing Agreement for *Polk County Texas*. (“Customer”)**

This document, and the attached Order Form (as defined below), constitute the complete agreement (collectively the “**Agreement**”) between the undersigned Customer and Act! & Affiliates, with its principal place of business at 8800 N. Gainey Center Drive, Suite 200, Scottsdale, AZ 85258 (“**Act!**”). By signing this Agreement, Customer consents to, and agrees to be bound by the terms defined herein.

### **1. SUBSCRIPTION DETAILS:**

A. The initial subscription and related Products/Services purchased by the Customer in accordance with this Agreement (the “**Products/Services**”), the Term from the Start Date (the “**Agreed Term**”), the Fees for the Products/Services (the “**Fees**”), and the Payment Interval (the “**Payment Interval**”) are set forth in Exhibit A attached (the “**Order Form**”).

B. Additional subscription-based Products/Services or additional users of existing Products/Services added during the Agreed Term will inherit the terms of this agreement, and will be pro-rated in price to be coterminous with the initial Products/Services in this agreement. Products/Services which carry a one-time fee (non-subscription) are not subject to the multi-year subscription billing terms addressed herein.

C. Act! may periodically update the names and deliverables for each Product/Service, however acknowledging that such updates shall not reduce or diminish these Products/Services.

### **2. PAYMENT TERMS and INTERVALS:**

A. Payment for multi-year subscriptions is committed to in full for the Agreed Term, payable in equal annual payments, commencing with an initial upfront payment, followed by invoices at each anniversary of the Agreed Term. The Fees agreed shall not change at any time during the Agreed Term, and the agreements may or may not include certain price concessions or discounts that are exclusive to a specific customer’s multi-year agreement. Any such concessions or discounts are limited to the Agreed Term of this agreement and do not carry forward automatically into subsequent agreements unless agreed by both parties in writing. Multi-year discounts apply only to the base Act! subscription product (e.g. Act! Premium Desktop or Act! Premium Cloud) and not any add-ons or services that may accompany the base product on the Order Form.

B. Failure to pay at each agreed Payment Interval will result in suspension of use of the Products/Services as well as pursuit of all Fees for remaining periods of the Agreed Term by a collections agency, once reasonable means have been exhausted.

### **3. RENEWAL**

A. Unless notice of non-renewal is provided by either party to the other party 90 (ninety) days prior to the expiration of the Agreed Term, the subscription shall automatically renew for successive terms of equal duration to the Agreed Term (each a “**Renewal Term**”), with the “**Start Date**” deemed to be the expiration date of the Agreed Term or the Renewal Term as applicable.

B. As per Section 2.A, any price concessions or discounts are limited to the Agreed Term of this agreement and do not carry forward automatically into subsequent agreements or Renewal Terms unless agreed by both parties in writing prior to a renewal. As such, the default renewal price will be the then-current list price for each Product/Service, unless alternative terms are agreed to by both parties in advance of the renewal.



**4. CUSTOMER BILLING INFORMATION:**

Polk County  
*Invoice Recipient Name*

county.judge@co.polk.tx.us  
*Invoice Recipient Email*

936-327-6813  
*Invoice Recipient Tel. No.*

**5. AUTHORIZATION:**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document. Telecopied signatures shall be relied on as original signatures in all respects. This Agreement is executed to be effective as of the last date stated below (the "Effective Date").

**CUSTOMER:**

DocuSigned by:  
Judge Sydney Murphy 11/28/2023  
3DC0D5E81C644D1...  
*Signature/Date*

Judge Sydney Murphy  
*Print Name and Title*

**ACT! & AFFILIATES:**

DocuSigned by:  
Nick Natale 11/28/2023  
41D161AA028F422...  
*Signature/Date*

Nick Natale, Vice President, Sales  
*Print Name and Title*