

Customer: County of Nueces	Contract Number:
Attn: Lance Esswein	Contract Date: <u>10/10/2012</u>
Address: <u>901 Leopard St, Suite 302.01</u> <u>Corpus Christi, TX 78401</u>	Sales Rep: Frank Danihel
	Term (Years): 3
	Coverage: 5 Location(s)
PO Number:	

Account Type: **HQ Account (1)** **HQ RegXR Account (1)** **GM Account (1)** **Other**
Standard MSDS Inclusions: (1) Primary Account Administrator & (1) Additional Admin
 Unlimited MSDS Searches, Views & Additions to eBinder 50 MSDS Requests/Year 100 MSDS Uploads/Year

	Total Fees (US \$)	MSDS MANAGEMENT		SERVICES			ADDITIONAL COMPLIANCE SOLUTIONS		
		Base Subscription	Additional Admin(s)	Compliance Services – Scanning Services	Fax-Back Service	Other	Safety Tool Kit	On-Demand Training	Incident Management
			0 Admin(s)	Up To 100 MSDS	0 Events		0 Users	0 Seats	0 Admin(s)
Year 1	\$5,200.00	\$5,200.00		Free					
Year 2									
Year 3									
Year 4									
Year 5									
Total Due Year 1:	\$ 5,200.00								

SPECIAL INSTRUCTIONS

MSDS MANAGEMENT: Base Subscription pricing includes an annual HQ Subscription for the Customer and its employees for the Coverage (# Locations) identified above; a Primary Account Administrator and one (1) Additional Administrator; unlimited MSDS database searches, views and additions to the eBinder; the annual allocated MSDS Requests and MSDS Uploads as referenced above in the Standard Inclusions; and Technical & Customer Support. All contracted out year MSDS Requests and MSDS Uploads allotments will be front-loaded in Year One. Additional MSDS Requests may be purchased in bundles of fifty (50) for \$200.00. Additional MSDS Uploads may be purchased in bundles of (100) for \$200.00. Additional Administrators may be purchased for \$100 per Administrator.

Free Database Build

SERVICES – Compliance Services Project: MSDSonline will build the Customer’s electronic MSDS library (eBinder) in Year One (1) at no additional charge. Customer must submit the actual MSDS (paper or electronic) During the MSDS eBinder build process, MSDSonline will index the following fields from each MSDS: Product Name, Product Synonyms, Product Code, Manufacturer Name, Supplier Name, MSDS Revision Date and CAS number. Additional fields may be indexed upon request (additional charges may apply). The building of the Customer’s MSDS eBinder is based upon the estimated number of MSDS listed in the Compliance Services column above. In the event that the number of MSDS submitted exceeds the number of MSDS listed above, MSDSonline would obtain approval from the Customer prior to proceeding on any work that would result in additional charges (\$2 per MSDS submitted line item).

All Year One (1) fees become due upon Subscription. Additional years, covering any Subscription, Service & Additional Compliance Solution identified above, and Technical & Customer Support, will be invoiced approximately 45-60 days ahead of the anniversary of the Year One (1) Subscription(s) delivery. Customer may at its discretion pre-pay the full term of the agreement.

Superseding any terms to the contrary herein in: (1) Customer may terminate agreement upon providing forty-five (45) days notice prior to the anniversary of the Year One (1) subscription or any additional years. (2) Governing Law shall be that of Texas. Venue shall be a court of competent jurisdiction in Nueces County, Texas. (3) Any indemnification by Customer is limited to the extent allowed by law without establishing a sinking fund. (4) Release of any information by Customer will be pursuant to and subject to the Texas Public Information Act or other applicable law. Paragraphs 12.5 and 12.6 of the Master Subscription Agreement are herein stricken in their entirety.

This Customer Order is governed by the terms and conditions of the MSDSonline Master Subscription Agreement, as posted on www.MSDSonline.com and herein attached. By signing below, Customer agrees to be bound by such terms and conditions. This Customer Order must be executed **October 31st**, 2012. If not received by MSDSonline within such period, MSDSonline may deem this Customer Order null and void.

Customer: County of Nueces	MSDSonline, Inc.
Signature:	Signature:
Name: Samuel Loyd Neal, Jr.	Name: Miranda Wing
Title: Nueces County Judge	Title: Regional Sales Manager
Date:	Date:

ATTEST: _____, County Clerk