

Customer:	County Of Nueces	Contract Number:	RS-009741
Attn:	Lance Esswein	Contract Date:	10/2/2013
Address:	901 Leopard Street Suite 523 Corpus Christi, TX 78401	Sales Rep:	Mike Bruffey
PO Number:		Term:	3 Years
		Coverage:	5 Location(s)

Account Type: HQ Account (1) HQ RegXR Account (1) GM Account (1) Other

Standard MSDS Inclusions:

(1) Primary Account Administrator, Unlimited MSDS Searches, Views & Additions to eBinder, 50 MSDS Requests/Year, 100 MSDS Uploads/Year

Contract Start Date: 11/8/2013

Contract End Date: 11/7/2016 **Anniversary Date:** 11/8/2013

	Total Fees (US \$)	MSDS Management		Services				Additional Compliance Solutions		
		Base Subscription	Additional Admin(s)	Implementation Services	Compliance Services	Fax-Back Service	Other	Safety Tool Kit	On-Demand Training	Incident Management
			1 Admin(s)	NA	NA	NA		1 Users	NA	NA
Year 1	\$5,652.64	\$4,940.00	Included					\$712.64		
Year 2	\$5,935.00	\$4,940.00	Included					\$995.00		
Year 3	\$5,935.00	\$4,940.00	Included					\$995.00		
Total Due Year 1:	\$5,652.64									

Special Instructions

**This Customer Order Form included Safety Tool Kit, which was previously purchased on COF#13799. By agreement of the parties this Customer Order Form will supersede and replace COF #13799 in its entirety. The total due in year one will be prorated to reflect the amount paid between the time Safety Tool Kit was purchased in February 2013 and the date this contract goes into effect. The proration was calculated by dividing the total cost of the Safety Tool Kit by 365, then multiplying by the number of days between the time STK was purchased and the date this contract goes into effect. That number was then subtracted from the total cost, and the remainder was subtracted from the total due in year 1.

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; 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; Implementation Services and Customer/Technical 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.

Safety Tool Kit: The Safety Tool Kit is sold on an annual subscription basis and is accessible to the # Users indicated above in the Safety Tool Kit column. Technical & Customer Support is included. Documents from the Safety Tool Kit may be downloaded and saved by Customer for their internal use and internal distribution. Use of these documents by Customer is permitted indefinitely and does not expire with this Contract. Customer may modify downloaded documents at their discretion.

All Year One (1) fees become due upon Subscription delivery. Additional years, covering any Subscription or Service 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) Governing Law shall be that of Texas. Venue shall be a court of competent jurisdiction in Nueces County, Texas. (2) Any Indemnification by Customer is limited to the extent allowed by law without establishing a sinking fund. (3) 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.

Notwithstanding any provision to the contrary, this Agreement will terminate if the governing body of Nueces County fails to appropriate the necessary funds for a subsequent years funding of this Agreement. In such circumstances, Nueces County shall not be liable for any services rendered or products provided after notification by County that this Agreement is terminated for lack of funding.

This Customer Order is governed by the terms and conditions of the attached MSDSonline Master Subscription Agreement (MSA). By signing below, Customer agrees to be bound by such terms and conditions. Note: Customer will be required to acknowledge MSDSonline's standard MSA during their first login to the system. MSDSonline acknowledges the MSA attached takes precedence. This Customer Order must be executed by 11/8/2013. 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:
Title:	Nueces County Judge	Title:
Date:		Date:

ATTEST: _____, Diana T. Barrera, County Clerk