ABACUS**NEXT**

We have prepared a quote for you

AbacusLaw for Levy County, Florida

Quote # 090538
Version 1

Prepared for:

Office Of The County Attorney

Levy County, Florida
levylegalsph@bellsouth.net

Prepared by:

AbacusNext

Jeff Newman
jnewman@abacusnext.com

AbacusLaw

Description		Recurring	Qty	Ext. Recurring
ABACUSLAW BDL USER	**AbacusLaw User (On-Prem), AL User Includes DB Secure, Document Management, Accounting, Mobile App, Client Portal, APX, Integrations, and 1 PAK/PAL/Rule.**	$71.65	2	$143.30
	Monthly Subtotal:			**$143.30**

AbacusLaw for Levy County, Florida

Proposal Information:	Prepared for:	Prepared by:
Proposal #: 090538	**Office Of The County Attorney**	**AbacusNext**
Version: 1	,	Jeff Newman
Delivery Date: 08/03/2021	Levy County, Florida	1-858-795-1783
Expiration Date: 09/02/2021		jnewman@abacusnext.com
	levylegalsph@bellsouth.net	

Client Type: Existing	**Solution: AbacusLaw**	**Order Type: Renewal**
	Migrating: No	**Already Existing Customer: Existing**
	Term: 36 Months	**PPOC:**

Proposal Summary

Monthly Expenses Summary

Description	Amount
AbacusLaw	$143.30
Monthly Total:	**$143.30** USD

* Abacus may be required to charge sales tax on any and all charges set forth herein pursuant to certain state and local sales tax laws. Any such taxes will be in addition to the amounts set forth herein. Where Client pays its Monthly Recurring Charges by ACH a 2% discount shall apply. Where Client pays its Annual Recurring Charges in advance by ACH, a 4% discount shall apply. Must qualify for ACH payments to receive discount, US billing addresses only.

ABACUSNEXT ORDER FORM

By executing this Order Form, Client hereby understands that it is entering into a binding contract with AbacusNext to create an AbacusNext Subscription for the products and services listed above. This Order Form supersedes all prior agreements between Client and Abacus related to any of the products and services purchased herein (if any).

AbacusNext Software Subscriptions shall be governed by the AbacusNext Software Terms set forth at https://www.abacusnext.com/softwareterms as modified in the Modification Section below. All Professional Services related to AbacusNext products and services (which includes but is not limited to modifications, customizations, data migration, data importation and training) shall be rendered pursuant to a separate Statement of Work ("SOW"), a distinct agreement from Client's AbacusNext Subscription, and governed by the Professional Services Terms set forth at https://www.abacusnext.com/proservterms.

This Service Order Form may be executed with written or electronic signature, and delivered by facsimile or as a pdf or e-mail. Client further agrees that such approval shall constitute Client's signature. If so executed and delivered to Abacus, the document shall be treated as an original and binding copy of this Order Form. Any handwritten or other changes inserted by or on behalf of Client are expressly invalid and shall have no effect.

Additional Terms & Conditions

MODIFICATION

Additional Terms & Conditions

With respect to this Service Order Form, the AbacusNext Software Terms and Conditions shall be modified as follows:

Paragraph 4 - Payments of the AbacusNext Software Terms and Conditions shall be replaced with the following language:

4. Payments – Client shall pay all fees and expenses as listed in the Order Form for the entire Term of Client's AbacusNext Software Subscription (the "Payment"). Whether Client pays annually or monthly, the Payment is made in advance of the services being provided. Where Client selects to make the Payment by annual invoice, Client shall make its annual payment within thirty (30) days of Client's receipt of the annual invoice. Where Client selects to make the Payment by monthly expenses, Client authorizes Abacus to automatically bill in advance of each month's services via a recurring Automated Clearing House transaction. All payments made by Client to Abacus are non-refundable. Client shall pay Abacus the fees set forth in the applicable Order together with any taxes payable by Client that are required to be collected by Abacus pursuant to any applicable law. To the extent that any foreign government imposes a tax, tariff or similar charge on Abacus arising out of Client's AbacusNext Software Subscription, Client agrees Client will be solely responsible for paying such fees. Any fees listed in an Order Form are set forth in US Dollars unless specifically indicated on the Order Form that the fees charged are in a different currency. To the extent Client wishes to be billed in a different currency than USD, at the time of signature, Abacus will take the 30-day average of the conversion from US Dollars to Client's selected currency, and charge that rate for the duration of Client's Initial Term. As it relates to payments made by Client, Client will be charged a fee of $35 for any returned payment, including but not limited to any check or Automated Clearing House transaction that is deemed invalid due to insufficient funds. Any fees due under these Terms that are greater than 15 days past due shall bear interest at the rate of one and one-half percent per month.

Notwithstanding the language in this paragraph, all payments, or interest on payments, will be governed by the provisions of the Florida Local Government Prompt Payment Act, sections 218.70 through 218.29, Florida Statutes.

Paragraph 28- Governing Law of the AbacusNext Software Terms and Conditions shall be replaced with the following language:

Paragraph 28 - Governing Law: The AbacusNext Software Terms and Conditions, any corresponding Service Order or Service Order Addendum executed by Client, and/or Client's AbacusLaw Subscription shall be subject to venue in a court of competent jurisdiction for all disputes arising out of or related to the products and services covered by the Software Terms and Conditions and/or any corresponding Service Order executed by Client, the terms set forth in the Software Terms and Conditions, Client's AbacusLaw Subscription or to any act or omission of Abacus, whether in contract, tort or otherwise. Neither party will bring a legal action arising out of or related to Client's AbacusLaw Subscription and/or any corresponding Service Order executed by Client, or the terms set forth in the Software Terms and Conditions, or to any act or omission of Abacus, whether in contract, tort or otherwise, more than two years after the cause of action arose. Client and Abacus further agree that as a condition precedent to

Additional Terms & Conditions

instituting any legal action, the parties must participate in a non-binding mediation, with the parties equally splitting the costs of that mediation. The mediation process shall be initiated by the aggrieved party submitting written notice to the other party of its intent to institute mediation.

Paragraph 29 - Prevailing Party of the AbacusNext Software Terms and Conditions shall be replaced with the following language:

Paragraph 29 - Public Records: In the performance of services under Client's AbacusLaw Subscription, Abacus shall:

i. Keep and maintain public records required by Client to perform the applicable services;
ii. Upon request by Client's custodian of public records, provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of Client's AbacusLaw Subscription and following completion of the services to be provided by Abacus under this agreement if Abacus does not transfer the records to Client; and
iv. Upon completion of the services to be provided under Client's AbacusLaw Subscription, transfer, at no cost, to Client, all public records in possession of Abacus or keep and maintain public records required by Client to perform the services. If Abacus transfers all public records to Client upon completion of the services, Abacus shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Abacus keeps and maintains public records upon completion of the services, Abacus shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.
v. Because Client's AbacusLaw Subscription does not include Professional Services or data storage, the only records that will apply to this section include the AbacusNext Software Terms and Conditions, the corresponding Service Order Form or any Service Order Addendum executed by Client.

IF ABACUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAP1 119, FLORIDA STATUTES, TO ABACUS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENTS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
TELEPHONE: (352) 486-5218
E-MAIL: levybocc@levycounty.org
MAILING ADDRESS: P.O. 310, BRONSON, FL 32621

Additional Terms & Conditions

Office Of The County Attorney

Signature: _____

Name: _____Levy County, Florida_____

Date: _____