Installment Payment Agreement Reference (Software & Support Only)

500-50791505

OBLIGOR			
Full Legal Name: County of Burnet		Tax ID#:	Phone Number: (512)756-5420
Billing Address: 220 S PIERCE ST RM 1 BURNET TX 78611			Purchase Order Requisition Number:
System Location (if not same as above):	County:		Send Invoice to Attention of:

PRODUCT INFO

Software/Support Information:
See attached supplier quote/invoice number 27583048, referenced solely for descriptive purposes. No other term or condition thereof is incorporated into this agreement or binding upon Payee.

PAYMENT INFO

Number of Payments	Payment	Term (in Months):	Payment Frequency:	Total Financed Amount
1	$10,127.92 Due in 30 Days	27	See Payment Info	$91,792.54
1	$44,176.36 Due in October 2026			
1	$44,176.36 Due in October 2027			

You agree to remit all periodic payments to: PO Box 825736 Philadelphia PA 19182-5736 if paying by check, or PNC Bank ABA / Routing #31000053 Account #8612106611 if paying by ACH/Wire, or as otherwise directed by written notice.

TERMS AND CONDITIONS

1. **Agreement:** You ("Obligor," "you," and/or "your") agree to pay us ("Payee," "we," "us," and/or "our"), pursuant to this Agreement, the installment payments identified above for the Products (defined as the software ("Software") and the right to receive consulting, maintenance and other related services (collectively, "Support") listed above). IF THIS AGREEMENT HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND OBLIGOR WISHES TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. You acknowledge and agree that although all of the Products have not been delivered and/or installed, Lessee hereby accepts such Products on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. If you are not satisfied with the Products, you will only look to persons other than us, such as the vendor, manufacturer, supplier or other provider (collectively, the "Supplier"), you will not assert against us any claim, setoff, right of recoupment or defense you may have with reference to the Products, its delivery, non-delivery, installation, inadequacy or failure to operate satisfactorily. You agree that the Agreement shall commence on the date the executed Agreement are received by us (the "Commencement Date") even though some or all of the Products may not have been delivered to, installed and/or tested; provided, however, this Agreement shall not be binding on us until the earlier of (a) the date we sign the Agreement or (b) we activate this Agreement by booking it as reflected in our books and records. The Agreement starts on the Commencement Date and the periodic payments ("Payments") shall be payable in advance beginning in advance on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CAN-CELLATION, REDUCTION, SETOFF OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. Your obligations to make all payments under the Agreement will begin immediately and shall be due continuously thereafter. By signing below, you hereby authorize and direct us to pay the Supplier, in full, for the Products. You may contact Supplier for your warranty rights, which we transfer to you for the term of the Agreement (or until you default).You agree to pay us a fee of $99.95 to reimburse our expenses for preparing financing statements, documentation costs and all ongoing administration costs during the Agreement term. You will pay us a late charge of 5% of the payment or $10, whichever is greater, on any payment not made when due. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. We may charge you a fee of $25 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION HEREOF.

2. **Warranty Disclaimer; Use and Maintenance:** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If the Products includes the cost of Support provided by a third party, you agree that we are not responsible to provide the Support and you will make all Support claims against the third party. You agree that any Support or Software claims will not impact your obligation to pay all payments when due.

3. **Assignment:** You may not transfer, sell, sublease, assign, pledge or encumber either the Products or any rights herein without our prior written consent. You agree that we may sell, assign, or transfer this Agreement and our interest in the Products, or any portion thereof, without your consent and the transferee will not have to perform any of our obligations and the rights of the transferee will not be subject to any claims, defenses, or setoffs that you may have against us or any Supplier.

4. **Taxes:** You are responsible for and agree to pay when due, either directly or as reimbursement to us, all taxes (including but not limited to sales and use taxes) and charges in connection with the purchase or use of the Products.

5. **Default and Remedies:** You are in default under this Agreement if: a) you fail to pay any amount when due; b) you breach any other obligation under this Agreement or any other agreement with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default we may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement, with future payments discounted to the date of default at a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term less 200 basis points, all as reasonably determined by us, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) cause any Software or Support provider to terminate, as applicable, all of your rights to use or have available, as applicable, any or all of any or all Software and/or Support, and you acknowledge that such provider, as third-party beneficiary of this provision, may terminate your right to use such Software and/or Support under any Software or Support arrangement without liability for any reason whatsoever.

6. **Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of Pennsylvania, and, as applicable, the Electronics Signatures in Global and National Commerce Act. YOU CONSENT TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN PENNSYLVANIA. YOU AND WE HEREBY WAIVE A TRIAL BY JURY IN ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.** You agree that the Products will only be used for business purposes. This Agreement may be executed in counterparts. Any facsimile, photographic or other electronic transmission or electronic signing of this Agreement by you when manually countersigned by us or attached to our manual signature counterpart constitutes the sole original chattel paper as defined in the Uniform Commercial Code ("UCC") for all purposes and will be admissible as legal evidence; provided if this Agreement constitutes electronic chattel paper, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control under the UCC. At our option, we may require a manual signature. You authorize us to contact you about your accounts in any way, including at any number or email address, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at lesseedirect.com/usprivacy.

OBLIGOR

You agree that this is non-cancelable.

Signature	DOB	Date
Title	Print Name	
Obligor (Full Legal Name): County of Burnet		

PAYEE

SHI Government Solutions, Inc.
Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087
PHONE: (866) 355-5767 • FAX: (866) 355-5770

Commencement Date	Agreement Number
Accepted By:	

25SHI068

Pricing Proposal
Quotation #: 27583048
Created On: 5/29/2026
Valid Until: 6/30/2026

TX-County of Burnet

Greg Harris
220 S Pierce St.
Burnet, TX 78611
United States
Phone: (512) 715-5286
Email: GHarris@BurnetCountyTexas.org

Max VanAllen
Phone:
Email: Max_VanAllen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Darktrace / NETWORK (usage band 701-800) Darktrace - Part#: DT-PL-PD-NE Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Coverage Term: 5/15/2026 - 9/30/2026	1	$10,127.92	$10,127.92
2	Darktrace - On-demand online learning via a library of instructional videos by experienced Darktrace Instructors and Analysts. Accessible via Customer Portal Darktrace - Part#: DT-TR-FR-EL Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Coverage Term: 5/15/2026 - 9/30/2028	1	$0.00	$0.00
3	Darktrace Training (Public) Darktrace - Part#: DT-TR-FR-PB Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Coverage Term: 5/15/2026 - 9/30/2028	1	$0.00	$0.00
4	Darktrace On-Prem Appliance (Medium) Darktrace - Part#: DT-DP-PH-ME Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Coverage Term: 5/15/2026 - 9/30/2026	1	$0.00	$0.00

5	Darktrace Holdings Limited Installation Services Darktrace - Part#: DT-IS Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Coverage Term: 5/15/2026 - 9/30/2028	1	$0.00	$0.00
6	Darktrace Holdings Limited Standard Support Services Darktrace - Part#: DT-SIS Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Coverage Term: 5/15/2026 - 9/30/2028	1	$0.00	$0.00
7	Darktrace / NETWORK (usage band 701-800) Darktrace - Part#: DT-PL-PD-NE Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Coverage Term: 9/30/2026 - 9/30/2027	1	$40,832.31	$40,832.31
8	Darktrace / NETWORK (usage band 701-800) Darktrace - Part#: DT-PL-PD-NE Contract Name: Education Information Technology (I.T.) Products and Related Services Contract #: DIR-CPO-5854 Coverage Term: 9/30/2027 - 9/30/2028	1	$40,832.31	$40,832.31
			Subtotal	$91,792.54
			Shipping	$0.00
			Total	$91,792.54

Additional Comments

In order to avoid order delays, please ensure to include a reference to SHI's quote # on your purchase order.

Thank you for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional Information including Hardware, Software and Services Contracts, please contact an SHI-GS Inside Sales Representative at (800) 870-6079.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

FISCAL FUNDING ADDENDUM

CUSTOMER	
Full Legal Name County of Burnet	DBA Name (If Any)
Billing Address 220 S PIERCE ST RM 1	Phone Number (512)756-5420
City BURNET · County · State TX	Zip Code 78611
Agreement Number 500-50791505	Agreement Date

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"),Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

(a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.

(c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.

(e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.

(f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	
Signature X	(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
Print Name	
Title	Date
Name of Government Entity County of Burnet	

ACCEPTED BY COMPANY	
Signature X	
Print Name	
Title	Date
Name of Corporation or Partnership SHI Government Solutions, Inc.	

17ANC016v2

BILLING INFORMATION

Agreement Number: 500-50791505

This form is required for SHI Government Solutions, Inc. to properly bill and credit your account. **Please complete this form and return it with the signed documents.**

ENROLL IN PAPERLESS BILLING!

✓ Paperless ✓ Convenient ✓ Access your invoices anytime, anywhere, from any device

☐ **Sign me up for Email Invoicing. Send my invoices to the email address below:**
Email Address(es): ______

NOTE: Your invoices will be emailed from noreply@notices.leasedirect.com.
Subject line will be: "Your Lease Direct Invoice is ready to view online!" You will not receive a physical invoice if you elect paperless billing.

Billing Information (Please fill out the below details completely and accurately)

Billing Name: ______ **Phone:** (512)756-5420

Customer Contact Email (if different from above): ______

Billing Address: 220 S PIERCE ST RM 1
Street Address or PO Box — Attention
BURNET TX 78611
City — State — Zip

FEDERAL TAX ID #: ______

Accounts Payable Contact Information (if different from above):

Name: ______ **Email:** ______ **Phone:** ______

Additional Details

Do you require a Purchase Order Number on the invoice? ☐ Yes ☐ No
If yes, please provide the PO# ______ **or forward a copy (front & back) for our file.**

Is a new purchase order required for each new fiscal period? ☐ Yes ☐ No
If yes, provide month/year PO expires: ______

Do you have multiple contracts, and would like them all billed on one invoice (Summary Billing)? ☐ Yes ☐ No
If yes, please provide your contract number: ______

Are you tax exempt? ☐ Yes ☐ No
If yes, please forward a copy of exempt certificate or direct pay permit.

Do you require our W9 to establish us as a vendor? ☐ Yes ☐ No

Are there any additional billing requirements to ensure timely payments? ______

Payment Information

☐ Please check this box if you are interested in enrolling in AutoPay.

For other forms of payment, please note the following remittance address (it may differ from address for service and supplies). Please include remittance slip with payment and send to: PO BOX 825736, PHILADELPHIA, PA 19182-5736

This form completed by: Name: ______ Title: ______ Date: ______