

Services Agreement

This Services Agreement ("**Agreement**"), by and between Traliant Operating, LLC, a Delaware limited liability company located at 169 Madison Ave., #2429, New York, NY 10016 ("**Traliant**"), and Burnet County, located at 220 South Pierce Street, Burnet, TX, United States, 78611 ("**Client**"), is effective as of May 28, 2026 ("**Effective Date**") and governs Client's access to and use of Traliant's compliance training, tools and compliance services (collectively referred to as "**Services**"). Traliant and Client shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

Order Term: 3 Years, beginning on the last signature date of this Order.

Hosting: Traliant Hosted

Billing Address:
220 South Pierce Street
Burnet, TX 78611

Shipping Address:
220 South Pierce Street
Burnet, TX 78611

1. Products

Online Courses	# Learners
Disability, Pregnancy and Religious Accommodations	380

2. Total Annual Investment

Year	Item	Number of Learners*	Cost per Learner	Total Annual Investment
Year 1	Annual Service Fee	380	\$10.00	\$3,800.00
Year 2	Annual Service Fee	380	\$10.00	\$3,800.00
Year 3	Annual Service Fee	380	\$10.00	\$3,800.00

*Client may purchase additional Authorized Learners during the initial term at the annual cost per learner listed above for each year, invoiced by Traliant.

The Annual Investment Includes:

- Course implementation and setup
- Traliant's Standard Customizations: a customized introduction for each course purchased; adding your logo on each slide of the courses; embedding your policies in the courses
- Customized Certificate with Client's logo
- Accessible course versions built to the WCAG 2.1 AA Success Criteria
- Legal updates to the course content
- Annual refreshes to the course content (with multiyear agreements)
- Ongoing support from a Customer Success Manager and Traliant's Support Team
- Hosting on the Traliant Learning Center (TLC)
- SSO & HRIS integration

3. This Agreement is subject to Terms and Conditions found at: <https://www.traliant.com/smb-terms-and-conditions/>

4. Order Terms. Each Order shall set forth the applicable initial Order Term. The initial Order Term and any subsequent renewal term ("**Renewal Term**") shall be automatically renewed for successive Renewal Terms unless notice of non-renewal is given by either Party in writing at least sixty (60) days before the end of the then-current term.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed as an original, and all of which together, shall constitute one and the same Agreement. Signatures sent by email (including scanned images of signatures forwarded by email) shall have the same binding effect as the original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Traliant Operating, LLC

Burnet County

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Updated May 5, 2026

The Parties to the Agreement hereby agree as follows:

1. Provision of Services. In consideration for the fees ("**Fees**") set out in the applicable Agreement executed by the Parties, Traliant agrees to provide Client the Services as described in the Agreement. Agreements shall follow the format set forth in these Terms and Conditions and shall not be binding until signed by both Parties. The Agreement shall be governed by these Terms and Conditions, unless otherwise stated in the Agreement.

2. Hosting. Client may choose to self-host the Services on internal platforms (such as an internal LMS), access the Services through Traliant's LMS, or both. If Client selects self-hosted Services, Traliant will provide AICC/SCORM-compliant training packages suitable for hosting by Client on its LMS. If Client selects use of Traliant's hosted LMS, Traliant will provide Client with access to the Services via Traliant's internet website at lms.traliant.com. Client will be responsible for obtaining internet access for its Authorized Learners through its third-party internet provider. Client may request changes in the method of access to Services during the Term of an Agreement.

3. Post-Integration Support. Traliant will provide (a) corrections, patches, fixes, and updates to the Services during the Term; (b) content updates from time to time to reflect changes in laws and associated regulations (although the content may not be current between updates); and (c) access to customer support (support@traliant.com) from 9:00am to 8:00pm Eastern Standard Time during business hours Monday – Friday (exclusive of U.S. federal holidays).

4. Intellectual Property Rights. Traliant retains all rights, title, and interest in the Services and shall own all intellectual property rights, including copyrights, trade secrets, know-how, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to any training, documents, videos, manuals, handbooks, Traliant logos and trademarks, and any other materials that are delivered to Client under this Agreement, except for materials provided by Client, which shall remain the property of Client. Traliant shall own all Intellectual Property Rights to any materials that arise out of or are prepared or created by Traliant or on Traliant's behalf during the provision of Services under this Agreement.

5. Restrictions. Except as expressly permitted in this Agreement, Client shall not (and shall not allow any third party) to (a) modify, translate or create "Derivative Works" (as defined at 17 U.S.C. § 101) of the Services other than the limited right to implement the Services ("**Implementation**") and customize the training content in the Services ("**Customization**") as set forth in an Agreement; (b) reproduce or distribute the Services (other than as required to provide the Services to Authorized Learners); (c) sublicense the Services, or provide access to the Services either directly or as a service to any third party; (d) use the Services in connection with developing or offering any service in connection with or in furtherance of a service that competes or aims to compete with Traliant; (d) allow the removal, alteration, covering, or obscuring of any copyright notice or any other notice or mark that appears on any materials, copies or media provided as part of the Services; or (e) reverse engineer or interfere with the operation of the Services.

6. Disclaimer of Legal Services and Warranties. TRALIENT IS NOT A LAW FIRM AND IS NOT ENGAGED IN PROVIDING LEGAL SERVICES. TRALIENT AND ITS EMPLOYEES DO NOT PROVIDE LEGAL ADVICE, OPINIONS, OR RECOMMENDATIONS REGARDING CLIENT'S OR ITS EMPLOYEES' LEGAL RIGHTS, OBLIGATIONS, REMEDIES, DEFENSES, OR STRATEGIES. THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES, WILL NOT FORM AN ATTORNEY-CLIENT RELATIONSHIP BETWEEN TRALIENT AND CLIENT. INFORMATION PROVIDED TO CLIENT IN CONNECTION WITH THE SERVICES IS OFFERED FOR INFORMATIONAL

PURPOSES ONLY AND IS NEITHER INTENDED TO NOR CONSTITUTES LEGAL ADVICE OR LEGAL SERVICES IN ANY FORM OR MANNER. TRALIAN WILL NOT BE LIABLE FOR ANY DECISIONS MADE BY CLIENT IN RELIANCE ON THE ACCURACY OR COMPLETENESS OF THE SERVICES, NOR FOR ANY ACTIONS CLIENT'S EMPLOYEES MAY OR MAY NOT TAKE AS A RESULT OF UNDERGOING THE TRAINING. EXCEPT AS PROVIDED HEREIN, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS." TRALIAN CANNOT GIVE ANY ASSURANCES THAT THE CONTENT IS UP TO DATE AT ANY POINT IN TIME. TRALIAN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE.

7. Fees and Payment

A. Fees. All Service Fees, Implementation Fees, Advanced Customization Fees, Maintenance Fees, and Translation Fees, as may apply, shall be set forth in the Agreement. All undisputed Fees are non-refundable, except as expressly permitted herein.

B. Taxes. Client is subject to and shall pay any sales, use, and any other tax (collectively, "**Taxes**") imposed by applicable taxing authorities unless a valid and current tax exemption certificate is provided by Client. All applicable Taxes shall be separately listed on each invoice. If Client has tax-exempt status, Client shall submit tax exemption certificates to payments@traliant.com.

C. Payment Terms. Invoices are due Net 30 days from receipt. Because Client is a governmental entity in the State of Texas (a county), late fees are subject to the laws of the State of Texas. In the event the Client disputes any invoiced amount, the Client shall provide written notice to Traliant of the dispute and the basis for such dispute prior to the due date. The Parties agree to negotiate such dispute in good faith to reach a resolution of the disputed charges within thirty (30) days (or such longer period of time as agreed to by the Parties) of the Client's notice. If an invoice includes both disputed and undisputed amounts, the Client shall pay all undisputed amounts on a timely basis. Upon resolution of any dispute, Client shall pay the agreed amount within fifteen (15) business days of the resolution. Traliant reserves the right, upon ten (10) days prior written notice, to suspend or terminate the Services if payments are more than sixty (60) days past due.

D. Methods of Payment. Traliant's preferred method of payment is via ACH to the banking information provided on the invoice. Payments made by paper check shall be made payable to the following remittance address:

Traliant Operating, LLC
P O Box 844090
Boston, MA 02284

E. Client Hosted Usage Report. Service Fees are calculated based on the number of Authorized Learners set forth in the Agreement, commencing on the Effective Date. At the end of each six (6) month period during the Term, Client shall provide Traliant with a report indicating the total number of unique employees who have accessed Services ("**Total Usage**"). In the event Client's Total Usage exceeds the number of Authorized Learners on the associated Agreement, Traliant will invoice, and Client will pay, the incremental per Authorized Learners Service Fee reflecting the Total Usage for the entire current Term. No refund will be provided for under-usage. Upon any Renewal Term, the Parties will mutually agree on the number of Authorized Learners to be used in the calculation of the prospective Service Fee.

8. Confidentiality. The Parties recognize that Client is governmental entity in the State of Texas, and therefore subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Traliant shall make, maintain, and preserve records related to this Agreement in accordance with applicable law, providing them upon request to the Client. Should Traliant contend a record is confidential, proprietary, or excepted from disclosure, it shall timely assert and support its position as required by law. Traliant acknowledges that Client cannot agree to withhold records unless excepted by Texas law, by final decision of the Office of the Attorney General of Texas, or a court of competent jurisdiction.

9. Data Privacy and Security

A. Customer Data. To the extent Client provides Personal Information (“PI”) to Traliant, Client represents and warrants that it has all rights, authority, and permissions to provide such PI. Traliant may use information it receives from Client, including but not limited to metrics on Services usage and training performance, to measure the effectiveness of its Services and for other business purposes, to the extent permissible under applicable laws and regulations.

B. Data Security. Traliant maintains generally accepted industry organizational and technical measures to safeguard PI, including using such measures as are reasonable and appropriate to the nature of the PI received from Client, and to protect Services from cyber incursions and provide data security; and will comply with all applicable laws and regulations, including CCPA (as defined below), regarding the collection, storage, use, and transfer of PI.

C. Data Privacy Laws. To the extent the California Consumer Privacy Act Cal. Civ. Code § 1798.100 et seq., its implementing regulations, and amendments resulting from the California Privacy Rights Act (“CCPA”), or other similar state laws (together, “**Applicable Data Privacy Laws**”) apply, (i) if Client, as a Business (to the extent not defined herein, all terms are defined consistent with the CCPA), is disclosing PI to Traliant, Traliant shall process the PI solely as a Service Provider for the purposes set forth in this Agreement; (ii) Traliant will not retain, use, or disclose the PI outside of the direct business relationship and for any purpose other than those articulated in this Agreement, such as managing Client access to and use of Traliant’s Services, or as permitted by Applicable Data Privacy Laws; (iii) Traliant will not Sell or Share PI for targeted advertising purposes; (iv) Traliant will comply with Client’s directions as to PI, as may be necessary to comply with applicable law, including but not limited to consumers’ proper requests under Applicable Data Privacy Laws relating to deletion of, access to, and correction of their PI. Traliant will reasonably work with Client in regard to such consumer requests following receipt of a request by Client. If Traliant receives a request to delete, access, or correct PI directly from an individual, Traliant will promptly inform Client of the request and, after consultation with Client, instruct the individual to contact Client directly; and (v) Traliant agrees to comply with applicable requirements of Applicable Data Privacy Laws. Client shall also have the right to take reasonable and appropriate steps to ensure compliance with Applicable Data Privacy Laws and to stop or remediate any unauthorized processing of PI by Traliant. Traliant will promptly notify Client if it determines that it can no longer meet its obligations under Applicable Data Privacy Laws.

10. Indemnification. Traliant shall indemnify, defend and hold Client harmless from and against all liabilities, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys’ fees and other litigation expenses) (“**Losses**”) incurred by Client, to the extent arising from third-party claims (“**Claims**”) brought against Client and alleging that the Services (when used solely according to Traliant’s instructions and excluding any Claims associated with Client’s integration of Services with other systems, software, or tools not authorized by Traliant) constitute an infringement, misappropriation or violation of such third party’s intellectual property rights. If Customer’s use of the Services is enjoined by a court of competent jurisdiction or if Traliant concludes either that the Services may infringe the foregoing rights of a third party or that Client’s use is otherwise likely to be enjoined, Traliant will, at its option and expense, either (a) procure for Client the right to

continue using the Services in accordance with this Agreement; (b) replace the infringing components of the Software with other components with the same or similar functionality; or (c) modify the Services so that they are non-infringing. As a condition of Traliant's obligations under this Section, Client must (i) promptly notify Traliant in writing upon learning of any third-party claim for which indemnity is or may be sought under this Agreement (provided that Traliant will be relieved of its obligations under this Section due to any failure or delay to provide notice only to the extent Traliant is actually prejudiced thereby); (ii) authorize Traliant to conduct and control the defense and any related settlement negotiations related to the applicable third-party claim; and (iii) provide such information and assistance as Traliant may reasonably request in connection with such defense and/or settlement negotiations, provided that Traliant shall reimburse Customer's actual and reasonable out-of-pocket expenses incurred to provide such information and assistance. Traliant will not settle a Claim that requires Client to admit fault or that affects Client's goodwill without Client's prior written consent.

11. Term and Termination.

A. Term of this Agreement. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for as long as Orders remain in effect pursuant to the terms and conditions contained herein, unless earlier terminated pursuant to this Section. Any subsequent renewals that are beyond the outlined three-year initial term outlined by the Services Agreement shall be dependent upon written mutual agreement by the Parties.

B. Renewal Pricing and Fee Adjustment. Fees within Renewal Terms shall increase by five percent (5%) over the fees in effect during the immediately preceding term.

C. Termination. Either Party may terminate an Order for cause in the event of a material breach by the other Party upon thirty (30) days' notice setting forth the substance of the alleged breach, provided that such breach is not cured during the notice period. Either Party may terminate this Agreement for cause in the event of a material breach by the other Party that affects all Orders hereunder upon a similar notice, provided that termination of this Agreement in this circumstance will terminate all Orders as of the same date. Any termination of an Order or this Agreement by Traliant for cause shall accelerate all Fees payable during the remainder of the Order Terms for all affected Orders. Any termination of an Order or this Agreement by Client for cause shall entitle Client to receive a pro-rata portion of the Service Fees based on usage.

For avoidance of doubt, this Agreement and any Order hereunder are not subject to termination for convenience by either Party.

D. Non-Appropriation Termination. Notwithstanding any other provision of this Agreement, the obligation by Client to make payments hereunder are contingent upon the availability and continued appropriation of funds by the Commissioners Court of Burnet County for such purpose in each fiscal year. Client may terminate this Agreement without penalty should sufficient funds not be appropriated or be made available. In such event, Client is obligated to give at least 30-day notice of termination following the commencement of the fiscal year for which the funds were not appropriated. Client would be obligated to pay for services rendered prior to the termination due to non-appropriation.

12. Limitation of Liability. In no event shall either Party be liable to the other party for any indirect, incidental, consequential, special, or punitive damages; for lost profits, revenues or goodwill; or for business interruption in connection with this Agreement, however caused, even if the other Party was aware of the possibility of such damages. Each Party's total liability for any loss arising out of this Agreement shall not exceed the Fees paid by Client for the Services giving rise to the claim during the 12-month period preceding the date of the claim, except that each Party's total liability hereunder for its material breach of Section 9 (Data Privacy and Security)

shall not exceed One Million Dollars (\$1,000,000). The exclusions and limitations set forth above shall not apply to a Party's indemnification obligations, breach of confidentiality, or gross negligence or willful misconduct.

13. General.

A. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of New York but shall recognize the law of the State of Texas that a governmental entity from Texas must follow. The Parties submit to the exclusive jurisdiction and venue of federal and state courts located in New York City, New York.

B. Assignment. Neither Party will assign, sublicense, rent, lease or otherwise transfer its rights, duties or obligations under this Agreement to any person or entity without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempted assignment in violation of this Section will be void.

C. Independent Contractors. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created herein between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent.

D. Compliance with Laws. Each Party shall comply with all laws and regulations applicable to its activities pursuant to this Agreement, including but not limited to those dealing with anti-corruption and bribery, data protection and privacy, discrimination, harassment, and child labor.

E. Insurance. Throughout the Term of this Agreement, Traliant will maintain insurance coverages of the types and in the amounts generally accepted in the industry, and all such policies shall be issued by insurance carriers with a minimum A.M. Best rating of "A-" or equivalent and licensed to do business in the United States.

F. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations caused by or resulting from acts or events outside of its reasonable control, including but not limited to, severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, biological warfare, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, civil disturbance, sabotage, or expropriation by governmental authorities ("**Force Majeure Events**"). The Party experiencing a force majeure event will provide prompt notice to the other Party and will use all reasonable efforts to mitigate the impacts of the Force Majeure Event on itself and on the other Party. A force majeure event affecting Client shall not excuse it from its obligations to pay invoices when due, nor shall Client pay for Services not provided to it due to a force majeure event affecting Traliant.

G. Notices. Any notice to be given to Traliant under the terms of this Agreement shall be addressed to the following:

Traliant Operating, LLC
169 Madison Avenue #2429
New York, NY 10016

Any notice to Client will be sent to Client at the address set forth in the introductory paragraph of this Agreement.

H. Severability. If any provision hereof is held to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain binding and enforceable by and between the Parties.

I. Waiver. No failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

J. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the mutual understanding of the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings relating to the subject matter of this Agreement.