

Carahsoft Technology Corp
Agreement of Additional Terms
for
Williamson County – Texas
Carahsoft GSA-35F-0119Y

Please accept the following additions to the SOW or SOO for Williamson County Commissioners Court approval and recordation into the minutes.

- **Termination for Convenience:** This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer (Williamson County, TX) will not be liable for payment years following the termination year or pro rata share of services rendered.
- **Texas Prompt Payment Act Compliance:** Carahsoft agrees payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- **Venue and Governing Law:** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **Right to Audit:** Carahsoft agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ServiceNow purchases which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

Carahsoft agrees that licensee shall have access during normal working hours to all necessary Carahsoft facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Licensee shall give Carahsoft reasonable advance notice of intended audits.