CONSULTING
SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rely Information Systems LLC, organized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at Irving, TX , and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Rely Information Systems LLC is a sole operation of the company's owner - Praveen Rao who is the sole provider of all services to County and has the authority to represent his company in all matters.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement will have an initial term of one year, or the length of the engagement, if longer than one year, and may be renewed for successive one-year periods pursuant to a separate written agreement between the parties.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County 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 County'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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and

will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the services

provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL CLAIMS, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, REASONABLY INCURRED IN THE DEFENSE OF ANY CLAIM BROUGHT AGAINST THE COUNTY IN THE COURTS OF THE UNITED STATES AND CANADA BY A THIRD PARTY(S) ALLEGING THAT A PARTY'S USE OF ANY MATERIAL, INFORMATION OR TECHNOLOGY SUPPLIED BY THE CONSULTANT IN RELATION TO THE SERVICES PROVIDED HEREUNDER INFRINGES OR MISAPPROPRIATES ANY COPYRIGHT, TRADE SECRET OR UNITED STATES OR CANADIAN PATENT OF WHICH THE PARTY SUPPLYING THE MATERIAL, INFORMATION OR TECHNOLOGY IS OR SHOULD BE AWARE; PROVIDED THAT THE COUNTY NOTIFIES THE CONSULTANT IN WRITING OF ANY SUCH CLAIM AND THE CONSULTANT IS PERMITTED TO CONTROL FULLY THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS LONG AS SUCH SETTLEMENT SHALL NOT INCLUDE A FINANCIAL OBLIGATION ON THE COUNTY. THE COUNTY SHALL COOPERATE FULLY IN THE DEFENSE OF SUCH CLAIM AND MAY APPEAR, AT ITS OWN EXPENSE, THROUGH ITS OWN COUNSEL. THE CONSULTANT MAY, IN ITS SOLE DISCRETION, SETTLE ANY SUCH CLAIM ON A BASIS CONSULTANT SUBSTITUTES FOR THE MATERIAL, INFORMATION OR TECHNOLOGY, ALTERNATIVE, SUBSTANTIALLY EQUIVALENT NON-INFRINGING MATERIAL, INFORMATION OR TECHNOLOGY.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

12. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13. General

13.1 Personal Service. Consultant hereby agrees and acknowledges that this Agreement requires that Praveen Rao, who is the sole member/owner of Rely Information Systems LLC, to personally and solely provide all of all Services and Deliverable to County under this Agreement and that at no time may any other individual, entity or subcontractor provide any of the Services and Deliverables. Due to Consultant's agreement under this provision, this Agreement shall constitute a purchase of personal services by County pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

13.2 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

13.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault

or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

13.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

13.5 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

13.6 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

13.7 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

13.8 County's Right to Audit. Consultant agrees that County 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 Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

13.9 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the

County. in the exercise of reasonable administrative discretion. to continue to make payments under this Agreement.

13.10 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

13.11 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

13.12 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RELY INFORMATION SYSTEMS LLC

BY: V. Praveen Rao

NAME: VARADA PRAVEEN RAO

TITLE: PRESIDENT

DATE: AUGUST 20, 2018

WILLIAMSON COUNTY, TEXAS

BY: _____

Dan A. Gattis.
Williamson County Judge

DATE: _____ ____, 20____

EXHIBIT A
STATEMENT OF WORK

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

This Statement of Work is defining Williamson County's Oracle DBA support, contracted with Rely Information Systems LLC. The County shall only pay for actual hours worked.

Description of Services: The following services will be provided		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1, 2018 through Oct 31, 2019 These are estimates of support required. Minimum of 5 hours per week to be billed.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:

The Service to be performed under this SOW shall be from Nov 1, 2018 through October 31, 2019.

Compensation:

The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed $82,000.

Time and Materials Rates:

This Work Order is for the period beginning Nov 1 2018, until Oct 31, 2019.			
Consultant(s)	**Hourly Rate(s)**	**Estimated Hours**	**Cost**
Oracle DBA- routine weekly support	$88	672 hours (estimate only)	$59,136
Oracle DBA- patch applications	$88	80 hours (estimate only)	$7040
		Total hours 800	**Total Cost- $66,176**

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.