

November 13, 2018

The Honorable Dan Gattis
County Judge
Williamson County, Texas
710 S. Main St., Suite 101
Georgetown, Texas 78626

Re: Intellectual Property Representation

Dear Judge Gattis:

We are pleased that you have selected us to represent Williamson County, Texas (“Williamson County”) in connection with representation of intellectual property matters and contract review (the “Matter(s)”). We will do our best to ensure that you are provided with timely legal and business advice in connection with this matter and your business endeavors. This letter will confirm the terms of our agreement to represent you in this Matter.

Client liaison and Firm liaison. We understand that you will be our primary contact at Williamson County in furtherance of this engagement, and Stephen Anthony Mason will be the Firm attorney responsible for this engagement.

Fee Estimates. For your initial matter, we offer to perform the filing of the application for trademark registration of the Williamson County logo mark in three classes of goods and services at a cost of professional services (attorney and paralegal time) of \$1,650.00. Fees paid to the United States Patent and Trademark Office (USPTO) will be in the amount of \$825.00.

Subsequent to the filing of the application, the USPTO will respond with communications indicating the willingness of the USPTO to register your mark and inviting our response. We will be able to estimate the cost of such responses once the communications arrive.

As mentioned, we may estimate the amount of fees that we anticipate will be incurred with respect to certain services. However, such estimates are by their nature inexact. The cost of legal services is difficult to predict, because the nature of our work on your behalf often is dictated by factors over which we have no control. For that reason, any estimates made by us are for general planning purposes only and are subject to our regular billing practices.

As requested, we have included in this letter a hard cap on the cost of your first filing, stated as a fixed price.

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In order to minimize cost to the county, we suggest that you simply file a trademark application for protection of your logo. The costs to file a trademark application for the Williamson county logo is as follows:

USPTO FEES

\$275.00 per class (3 classes)

TOTAL PTO - \$825.00

DW FEES

\$1250.00 per application in one class

\$200.00 per additional class (2 extra classes)

TOTAL DW - \$1,650.00

Total: \$2,475.00 to file in 3 classes.

We propose the following classes and identifications:

IC 035: Convention and visitors bureau services, namely, promoting business, tourism and the holding of conventions in the Williamson County.

IC 039: Public services in the nature of supplying solid waste services, water services, animal control services, library services, emergency medical services and fire services.

IC 041: Recreational services, namely, providing county parks and recreation facilities; entertainment services, namely, organizing community festivals.

With regard to the billing rates of the attorneys who will be involved in the filing, Stephen Mason bills \$385/hour, Alison Frey's rate is \$475/hour and Virginia Powell, the paralegal who will be working with us, has a billing rate of \$190/hour.

Conflict. Our firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of other clients of our firm to choose us as their counsel, thereby precluding us from representing you or them in pending or future matters. It is possible that, during the time we are representing you, some of our current or future clients will have disputes or transactions with you. You agree that we may continue to represent or undertake in the future to represent existing or new clients in any matter, including litigation, even if the interests of such other clients in such other matters are directly adverse to yours, so long as those matters are not substantially related to our work for you, and our representation of the other clients would not involve our use of any confidential information you have provided us and would otherwise be

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permitted by the Texas Rules of Professional Conduct as well as in accordance with Dickinson Wright's Standard Terms of Engagement.

Responsibilities. We will provide strictly legal services to Williamson County in connection with this engagement. You are not relying on us for, and we are not providing, any business, investment, insurance or accounting decisions or any investigation of the character or credit of persons with whom you may be dealing.

In order for us to assist Williamson County effectively and efficiently, we expect that you will provide us with the factual information you have which relates to the Matter of our engagement, and that you will make any appropriate business or technical decisions. In addition, we encourage Williamson County to share with us at all times your expectations and any concerns regarding our services at any time during the course of our representation. We believe that Williamson County should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us. We will keep you informed of developments regarding your matters and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

Permission to Use Information in Marketing of the Law Firm. By signing this Agreement, you agree that your name, logo, and a general description of this matter may be used by Dickinson Wright in its business development efforts and materials. If you do not wish for this information to be used in the manner specified, please draw a line through and initial this paragraph.

Cooperation. In order to enable us to effectively render the services contemplated, Williamson County agrees to disclose fully and accurately all facts and to keep us apprised of all developments relating to the matter. You agree to cooperate fully with us and to make yourselves or your firm representatives available when necessary.

Choice of Law. All of the rights and obligations of Dickinson Wright and Williamson County arising under or related to this agreement shall be governed by the laws, of the State of Texas.

Notice of State Bar of Texas Grievance Process. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of General counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

Confirmation of Agreement. We encourage Williamson County to consult with other counsel or advisors of the choice regarding these matters, and to consider fully the possible implications of our representation on the basis described. If the foregoing is agreeable, please acknowledge your understanding and agreement by signing and returning a copy of this letter,

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which shall control all obligations set forth herein except, as may subsequently be agreed upon in writing. Our engagement will commence upon our receipt of the signed copy of this letter.

Dickinson Wright's Standard Terms of Engagement are attached hereto and made a part hereof. Thank you for selecting our firm to represent you. We appreciate the confidence you have in us and look forward to working with you on this matter.

Sincerely,



Stephen Anthony Mason

SAM/cmp
Enclosure

I HAVE READ THE FOREGOING ENGAGEMENT AGREEMENT, AND MY SIGNATURE INDICATES THAT I AGREE TO ALL OF ITS TERMS AND FULLY UNDERSTAND ITS PROVISIONS. THE TERMS OF THE ENGAGEMENT OF THE FIRM AS STATED ABOVE ARE ACCEPTED AND APPROVED BY:

WILLIAMSON COUNTY, TEXAS

By: _____
Honorable Dan Gattis, County Judge

Date

Dickinson Wright PLLC
Standard Terms of Engagement

We are pleased that you have retained Dickinson Wright PLLC to provide legal services. Below are the standard terms of engagement in relation to any matter on which you retain us, unless otherwise set forth in your engagement letter and subject always to applicable rules of professional conduct. Please review this document carefully and retain it with your files. If you have any questions about how our legal services will be provided, how you will be billed, the scope of our representation or any other matter related to our representation of you, please contact a member of the Firm promptly.

1. *The Scope of Our Services.* Our engagement letter to you sets forth the specific matter for which representation will be provided and the scope of our services. The services we will provide to you may be varied by agreement during the course of the matter. Our services will not include advice on tax-related issues unless and to the extent specifically requested by you and included in the scope of our representation.

At times we may be called upon to express opinions of law or anticipated outcomes. Such opinions are limited by our knowledge of the facts at the time the opinion is rendered, the present state of the law and, at times, factors that are unknown or beyond our control. Although we will use our best professional judgment, we cannot guarantee the outcome of any matter.

2. *Primary Attorney.* The primary attorney(s) responsible for your client relationship with the Firm may, in the exercise of his/her/their professional judgment, involve other attorneys (including other members or associates), paralegals or non-legal professionals possessing special knowledge or experience to improve efficiency.

Our invoices for services may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

3. *The Client.* Dickinson Wright PLLC will provide representation for only the person(s) or entity identified in our engagement letter. In matters related to corporations, partnerships and other entities, unless otherwise agreed in writing, our representation does not extend to officers, directors, employees, shareholders, partners, members or other individuals. Additionally, unless otherwise agreed in writing, our representation of an entity does not extend to its affiliates (such as parent, sister or subsidiary corporations).

4. *Client Responsibilities.* The client agrees to pay our statements for services and expenses as provided below. In addition, the client agrees to be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, communications, and other material relevant to the subject matter of our representation or otherwise reasonably requested by us. The client also agrees to make any necessary business and strategy decisions in a timely manner.

Because we need to be able to contact the client at all times regarding the representation, the client agrees to inform us, in writing, of any changes in the client's name, address, telephone number, contact person, email address, state of incorporation, and other relevant information regarding the client or its business. Whenever we need instructions or authorization to proceed with legal work on the client's behalf, we will contact the client at the most recent business address we have received. If the client affiliates with, acquires, is acquired by, or merges with another client, it will provide us with sufficient notice to permit us to withdraw as its lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest, or that it is not in the best interests of the firm to represent the new entity.

5. *Basis of Our Charges.* Unless other arrangements are made, our billing for legal services will be on a per hour basis. Our standard hourly rates will apply in the absence of any other agreement, and details of the hourly rates for the attorneys working on your matter(s) are available upon request. Our hourly rates are subject to periodic reviews and adjustments and we reserve the right to revise our hourly rates in accordance with such general Firm reviews.

The Rules of Professional Conduct generally permit a law firm to consider the following factors in addition to regular hourly rates: the novelty and difficulty of the question involved; the skill requisite to perform the legal services; the likelihood that acceptance of a particular matter will preclude other representation; the fee customarily charged in the locality for similar services; the risk assumed by the firm in performing certain types of work, and the amount involved and results obtained. Time limitations imposed by the client or by other circumstances may also be considered in determining an appropriate fee. We reserve the right to consider all of these factors and submit a billing or billings in excess of the hourly rates quoted above.

We are often asked to provide estimates regarding the cost of our representation on a given matter. We are pleased to provide such estimates when, in our professional judgment, they can be made. Unless we agree in writing to perform a specific project for a fixed fee, an estimate will not represent a maximum, minimum or agreed charge.

6. Reimbursement of Costs and Expenses. In addition to our hourly fees, we may incur costs and disbursements on your behalf for which you will be obligated to reimburse us. It is our Firm policy to submit invoices for costs and disbursements charged by third parties in excess of \$1,500 to you for direct payment. Costs and disbursements of third parties incurred by the Firm on your behalf are billed without any administrative add-on. Costs incurred internally on your behalf are generally charged at predetermined standard rates: \$0.20 per copy, \$2.00 per first page, \$1.00 per subsequent pages for faxes and \$10.00 per month for each gigabyte of data stored in our litigation support document database. Computerized legal research (CALR) charges are billed at our legal research providers' standard retail rates. Please note, however, that the Firm pays for CALR on an annual Firm-wide fixed fee basis. Long distance phone charges are billed at tariff rates.

7. Frequency of Billing. We will bill you monthly for time and disbursements. Remittance within 30 days is expected. We reserve the right to impose a charge of 1% per month on accounts which are not paid within such 30-day period. If you have any questions on any invoice, please raise them with the member primarily responsible for the matter as soon as possible. If any portion or element of an invoice is questioned, the remainder of the invoice is to be paid within 30 days.

8. Retainers. Unless otherwise set forth in the engagement letter, it is understood that Dickinson Wright PLLC may withdraw amounts from the retainer at any time as may be necessary to satisfy outstanding invoices. If at any time the retainer proves insufficient to cover past due invoices or falls below the agreed amount, you will be called upon to replenish the retainer amount. Any unused portion of the retainer remaining after all legal services have been paid for will be refunded.

9. Conflicts of Interest. Conflicts of interest are a concern for Dickinson Wright PLLC and the clients we represent. We attempt to identify actual and potential conflicts at the outset of any engagement and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that is consistent with our professional responsibilities.

We will not represent any other client on any matter on which we are representing you unless we have your express agreement that we may do so and where permitted to do so by the applicable jurisdiction's Rules of Professional Conduct.

We may also act generally for another client which, for you, is a market competitor.

10. Liability Insurance Coverage. It is your responsibility to ascertain whether you are covered by any relevant insurance in respect of either liability or legal expenses. If so, you are responsible to notify your insurer(s) of the claim or potential claim and our involvement as soon as possible. It is also your responsibility to inform us if you believe that you have insurance coverage for the specific matter for which we have been retained.

11. Termination of Representation. You may terminate our representation at any time, with or without reason. We have a right to discontinue providing services under certain circumstances, such as your failure to fulfill your financial obligations to us. Your termination of our representation in no way relieves you of the obligation to pay for legal services that have been provided prior to the time of termination and that are necessitated to make an orderly transfer of our file materials.

Upon termination of our representation for any reason, we will return your papers, documents and other property to you upon receipt of your request for them. We may, and likely will, retain a copy of the materials returned to you. If you have outstanding invoices owing to the Firm, we may have the right to retain your documents if they are properly subject to a lien.

At such time as we have completed the scope of work for which we have been retained, we will consider our representation to have ended. If you later retain us to perform further or additional work, our future representation will be subject to the terms of and understanding set forth herein, unless other terms and conditions are expressly agreed to.

12. Records Retention. Subject to paragraph 11 above, any materials belonging to you will be returned to you at the conclusion of the engagement. Following the engagement, in accordance with Firm policies, applicable law and the applicable jurisdiction's Rules of Professional Conduct regarding ownership of files and file retention, we will retain our files relating to this matter for a period of years, after which time the files may be destroyed. We will make reasonable efforts to notify you prior to the destruction of any files. A reasonable charge may be imposed for any special requests pertaining to disposition or handling of our files.

13. E-Mail and Cellular Phone Authorization. Dickinson Wright PLLC is able to communicate with clients via electronic mail over the internet ("e-mail") and many of our attorneys utilize cellular phones. With e-mail, current technology cannot eliminate the risk that confidences and/or secrets otherwise protected by attorney/client privilege may be viewed by unauthorized third parties and the privilege thereby lost. As to both means of communication, sensitive, confidential and proprietary materials of the client may be intercepted by unauthorized third parties.

Please be advised that in connection with the use of e-mail and cellular phones, (a) there is the risk of the loss of the attorney/client privilege and that sensitive, confidential or proprietary material may be inadvertently disclosed to unauthorized third parties; (b) the Firm standard for e-mail encryption is Transport Layer Security (TLS) protocol; and (c) you have the right to specifically direct Dickinson Wright PLLC not to send the client sensitive, confidential or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless you specifically provide direction to the contrary, your acceptance of our engagement letter will indicate your review of this policy statement on the use of e-mail and cellular phones and will specifically authorize Dickinson Wright PLLC to utilize e-mail, to send information over the internet to communicate with you and with third parties, and to utilize cellular phones. By engaging our Firm, you agree to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. You retain the right to direct Dickinson Wright PLLC not to send specific items of information via the internet, by e-mail or over a cellular phone. This authorization shall remain in effect until revoked in writing.

14. Postengagement Matters. The client is engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the client's future rights and liabilities. Unless the client engages us after the completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise the company on such issues or on future legal developments, including monitoring renewal or notice dates or similar deadline that may arise with respect to the matter.

15. Entire Agreement. The engagement letter and these Standard Terms of Representation constitute the entire understanding and agreement between the client identified in the engagement letter (the client) and this firm regarding our representation of the client in the matter described in the engagement letter. Unless otherwise agreed, they supersede any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to us. If any provision of the engagement letter or these Standard Terms of Representation is held by a court or other arbitrator to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect. The client should review this document carefully and contact us promptly with any questions. The client should retain this document in its file.

16. Privacy. Dickinson Wright PLLC (the Firm) has a long-standing commitment to safeguarding information entrusted to us, including all personal data obtained during the course of business. We will use this personal data for purposes related to the scope of our services. If you would like to discontinue communication or have your personal data removed from our systems once our engagement has ended, please contact the Firm.

Please feel free to contact the attorney at the Firm responsible for the matters you have engaged us to address on your behalf if you have any questions regarding this policy.