

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**MASTER SERVICES AGREEMENT
WITH
SOFTWARE ONE, INC.
(QUOTE US [REDACTED])**

Important Notice: County Purchase Orders and agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Software One, Inc.** (hereinafter “Service Provider”) both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall supply the County the goods described in the attached **Quote [REDACTED]** being marked as **Exhibit “A,”** provided to the extent it meets or exceed the Customer’s solicitation, if applicable.

Should the Customer choose to purchase goods in addition to those described in Exhibit “A”, such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the Customer for the additional goods. Service Provider shall not provide any additional goods, and the Customer shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

II.

Services: Intentionally Omitted.

III.

Effective Date and Term: This Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through August 26, 2028. Unless terminated sooner pursuant to the terms set out herein, the County reserves the right to renew the Agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of the County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this Agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Intentionally Omitted.

VI.

Compliance With All Laws: Service Provider agrees, to comply with any and all applicable local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, to the extent necessary for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of discovery of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the delivery of goods and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

Cleaning Up: Intentionally Omitted.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that Service

Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider in any manner hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement.

X.

Intentionally Omitted.

XI.

Service Provider's Employees: Intentionally Omitted.

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for yearly subscriptions as set out in [REDACTED] marked as Exhibit "A," hereto and in accordance with COOP contract TIPS 210101. The not-to-exceed amount payable by County for the life this Agreement shall be **Twenty-One Thousand, Eight Hundred, Eighty Dollars and Eighty-Two Cents (\$21,880.82).**

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's 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 County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement 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 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 (1) 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 an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Service Provider and similar information in the event

- the payment is to be made to a different address
- b) County Agreement, Purchase Order, and/or delivery order number
 - c) Identification of items or services as outlined in the Agreement
 - d) Quantity or quantities, applicable unit prices, total prices and total amounts
 - e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor’s Office, Accounts Payable Department: accountspayable@wilcotx.gov 512-943-1500

XIII.

The County’s Decision to Withhold Payment: INTENTIONALLY OMITTED.

XIV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Agreement is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County.

| Type of Coverage | Limits of Liability | |
|---|----------------------------|----------------|
| a. Worker's Compensation | Statutory | |
| b. Employer's Liability | | |
| Bodily Injury by Accident | \$500,000 Ea. Accident | |
| Bodily Injury by Disease | \$500,000 Ea. Employee | |
| Bodily Injury by Disease | \$500,000 Policy Limit | |
| c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: | | |
| COVERAGE | PER PERSON | PER OCCURRENCE |
| Comprehensive General Liability <i>(including premises, completed operations and contractual)</i> | \$1,000,000 | \$1,000,000 |
| Aggregate policy limits: | | \$2,000,000 |
| d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles): | | |
| COVERAGE | PER PERSON PER OCCURRENCE | |
| Bodily injury | \$1,000,000 | \$1,000,000 |

| | | |
|-------------------------|--------------------|-------------|
| (including death) | | |
| Property damage | \$1,000,000 | \$1,000,000 |
| Aggregate policy limits | No aggregate limit | |

“Williamson County, Texas, its directors, officers and employees” shall be added as additional insureds under the policies required above, and on those policies where “Williamson County, Texas, its directors, officers and employees” are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it.

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Service Provider shall not be entitled to worker’s compensation coverage, or any other type of insurance coverage held by the County.

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
 C/O: Williamson County Risk Management
 301 SE Inner Loop
 Georgetown, TX. 78626
 Email: coi.submission@wilcotx.gov

Upon execution of this Agreement, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

XV.

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 the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XVI.

Warranty: County acknowledges and agrees that Service Provider is acting as a reseller of the goods and the right, title, and interest (including any intellectual property rights) are owned and/or licensed by a third party (the “Licensor”). The Licensor’s terms of use (including any end user license agreement, product use rights, open source licensing terms, usage restrictions, etc.) applicable to the goods (the “EULA”) shall solely govern the County’s use and access of the goods and will set out any rights and obligations and any representations, warranties, liability and indemnity provisions offered by the Licensor to County with respect to the goods purchased. County shall enter into the EULA with the Licensor and agrees to be bound by, comply with and use the goods in accordance with such EULA.

For the avoidance of doubt, County acknowledges and agrees that Service Provider does not assume any liability or provide any warranty or indemnity for goods. All goods are provided on an “as is” and “as available” basis. Any document relating to the goods, that includes any warranty or indemnity from Service Provider to County or any user, or that includes language that may create a liability for Service Provider is null and void.

XVII.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVIII.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.

No Assignment: Service Provider may not assign this Agreement without prior written consent. For purposes of clarity, any merger, consolidation, or reorganization involving Service Provider (regardless of whether Service Provider is a surviving or disappearing entity) will not be considered a transfer of rights, obligations, or performance under this Agreement. County will be provided 30 days notice prior to the implementation of any merger, consolidation or reorganization involving Service Provider for purposes of conducting a Conflict's Check. County may terminate this Agreement if a conflict is deemed between the County and any entity merged with, consolidated with or reorganized with.

XX.

Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

XXI.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XXII.

Termination: This Agreement may be terminated at any time at the option of the County, without further or prospective liability for performance upon giving thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or

services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXIII.

Right of Funds: County agrees that once SoftwareOne has placed the order with the Licensor, such order is irrevocable, cannot be modified and may not be terminated unless agreed by the Licensor, and subject to any termination requirements established by the Licensor and/or the EULA. Service Provider will not refund or credit County for any fees paid for goods unless a refund or credit is provided by the Licensor to Service Provider.

XXIV.

County's Right to Audit: Service Provider agrees that Williamson 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 Service Provider which are directly pertinent to the payments and charges for goods under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider expressly agrees that, limited to once per calendar year, the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Service Provider reasonable advance notice of intended audits. All audits shall be at the County's sole cost and expense.

XXV.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER

Software One, Inc.
320 E. Buffalo St., Suite 200
Milwaukee, WI 53202

XXVI.

Dispute Resolution: The parties shall resolve disputes in relation to the Agreement as follows: (i) a party shall not commence court proceedings in respect of a dispute arising out of the Agreement unless it has complied with this section; (ii) a party claiming that a dispute has arisen in relation to the Agreement shall notify the authorized representative of the other party to the dispute giving details of the dispute; and (iii) if any dispute under the Agreement remains unresolved for five (5) business days from the date on which notice setting out the nature of the dispute is served by one party on the other, either party may request a meeting as soon as possible between senior personnel (as notified by each party to the other for this purpose) who shall have power to resolve the dispute. If the dispute is not resolved under this procedure, then either party may commence legal action to enforce their rights

under the Agreement.

XXVII.

Non-Appropriation and Fiscal Funding: The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

XXVIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy March 2023 \(https://www.wilcotx.gov/351/Vendor-Reimbursement\)](https://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIX.

Entire Agreement & Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

- A. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
- B. Statements of Work (SOWs) issued under the Agreement;
- C. Cooperative Contract TIPS 210101, incorporated by reference and
- D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any); (2) a SOW issued under the Agreement; and (3) Cooperative Contract No. TIPS 210101 set forth above; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), (2) the SOW issued under the Agreement; and (3) the Cooperative Contract No. TIPS 210101 set forth above.

XXX.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Dated: _____, 20__

SOFTWARE ONE, INC.



Shawn Kitzmiller (Aug 26, 2025 12:52:04 CDT)

Authorized Signature

Shawn Kitzmiller

Printed Name

Dated: 08/26 _____, 20__²⁵



Fred Cheney (Aug 26, 2025 11:01:04 PDT)

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 26 2025 Time: 3:33 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 26 2025 Time: 1:54 pm

Exhibit "A"

Quote [REDACTED]



Williamson County, TX
301 SE Inner Loop
Suite 105
GEORGETOWN, TX 78626

Date
Customer No.
External Document No.
Your Reference
Account Manager
Your Contact Person
E-Mail
Our Tax ID

07/03/2025
[REDACTED]
ShareGate migration tool for Williamson County, TX
Phillip Bushman
Nonprofit Us
nonprofit.us@softwareone.com
[REDACTED]

Quote [REDACTED]

Invoice Address

[REDACTED]

Shipping Address

[REDACTED]

License Address

[REDACTED]

| Pos. No. | Description | Manufacturer | Disc-Lev. | Format | Start Date | Version | Qty. | Unit Price | Sales Tax | Amount (USD) |
|--|------------------|----------------------------------|-----------|--------|------------|--------------|------|------------|-----------|--------------|
| Subscription Renewal from Last Year | | | | | | | | | | |
| 5 License activation (ESD) | | | | | | | | | | |
| 10 | SHG-P-R-239-5-36 | Sharegate Migrate Pro | | | 08/25/2025 | 2024.x/EN | | | | |
| | | Subscription Renewal for 3 Years | | | 08/26/2028 | Windows | | | | |
| | | ShareGate | 5-5 | SUB | TLP | Named User/D | 1 | 21,880.82 | 0.00 | 21,880.82 |
| Contract: TIPS 210101 | | | | | | | | | | |
| License Key: [REDACTED] | | | | | | | | | | |
| Vendor Quote [REDACTED] | | | | | | | | | | |

| | |
|----------------------------|------------------|
| Total USD excl. Tax | 21,880.82 |
| Tax | 0.00 |
| Total USD incl. Tax | 21,880.82 |

Thank you for your request for quote.

This offer is non-binding. Prices are subject to change if supplier prices or currency values fluctuate.

Unless customer & SoftwareONE have executed a reseller agreement, customer hereby agrees that by placing an order with SoftwareONE customer will be bound by SoftwareONE's terms & conditions, located at www.softwareone.com, and the placement of your order represents your agreement thereto. If Customer is required by law to withhold any tax from amount payable,

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com



Quote [REDACTED]

| Pos. No. | Description | Manufacturer | Disc-Lev. | Format | Start Date | End Date | Version | OS | Lic. Model | Lic. Metrics | Qty. | Unit Price | Sales Tax | Amount (USD) |
|----------|-------------|--------------|-----------|--------|------------|----------|---------|----|------------|--------------|------|------------|-----------|--------------|
|----------|-------------|--------------|-----------|--------|------------|----------|---------|----|------------|--------------|------|------------|-----------|--------------|

the amount payable will be increased so that after making all required withholdings, SoftwareONE receives equal to the amount it would have received had no such withholdings been made.

Payment Terms: 30 Days net
Shipping Method: Electronic Software Delivery
Quote valid until: 07/31/2025

Prices are based on 30 Days net, FOB SoftwareONE. Shipping and Handling and applicable Sales Tax are additional. Once SoftwareONE places an order is placed with a Licensor, Customer's order will be binding and non-cancelable, except as otherwise provided by the Licensor's Return Policies.

CONFIDENTIAL INFORMATION: This Quote, and any attachment is intended only for the person or entity to which it is addressed, and contains confidential and/or privileged information. Any review, retransmission, dissemination or other use of this information to persons or entities other than the intended recipient is prohibited.

View or place within PyraCloud: <https://v1.client.softwareone.com/portal/Quotes/DocumentDetail/US/US-QUO-1226003>

SoftwareOne, Inc.

320 E Buffalo St, Suite 200
Milwaukee, WI 53202
USA

Phone: +800 444 9890
Fax: +262 317 5554
Email: info.us@softwareone.com
Web: www.softwareone.com

*Information about data protection at SoftwareOne and how we may use personal data and your rights are available here: <https://www.softwareone.com/en/privacy-statement>

Williamson County, TX ([REDACTED]) - Master Agreement Requestor: Phillip Bushman Request ID: 128313

Final Audit Report

2025-08-26

| | |
|-----------------|---|
| Created: | 2025-08-26 |
| By: | esign.service@softwareone.com |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAkWTOHIDOsIrRBxk7nuQQ5j8xZAArCKSJ |

"Williamson County, TX [REDACTED] - Master Agreement Requestor: Phillip Bushman Request ID: 128313" History

-  Document created by esign.service@softwareone.com
2025-08-26 - 5:33:16 PM GMT- IP address: 20.234.89.60
-  Document emailed to shawn.kitzmiller@softwareone.com for signature
2025-08-26 - 5:42:14 PM GMT
-  Email viewed by shawn.kitzmiller@softwareone.com
2025-08-26 - 5:51:22 PM GMT- IP address: 170.85.6.122
-  Signer shawn.kitzmiller@softwareone.com entered name at signing as Shawn Kitzmiller
2025-08-26 - 5:52:02 PM GMT- IP address: 170.85.6.122
-  Document e-signed by Shawn Kitzmiller (shawn.kitzmiller@softwareone.com)
Signature Date: 2025-08-26 - 5:52:04 PM GMT - Time Source: server- IP address: 170.85.6.122
-  Document emailed to Jared Cheney (jared.cheney@softwareone.com) for signature
2025-08-26 - 5:52:07 PM GMT
-  Email viewed by Jared Cheney (jared.cheney@softwareone.com)
2025-08-26 - 6:00:27 PM GMT- IP address: 136.226.54.87
-  Document e-signed by Jared Cheney (jared.cheney@softwareone.com)
Signature Date: 2025-08-26 - 6:01:04 PM GMT - Time Source: server- IP address: 136.226.54.87
-  Agreement completed.
2025-08-26 - 6:01:04 PM GMT