

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM TO THE
TERMS AND CONDITIONS
WITH
COVERGEONE, INC.
(Year 2 - FY25)**

The underlying County Addendum (the "Addendum") to the Cisco EA Terms and Conditions ("Agreement"), between CoverageOne, Inc. ("Seller") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

- 1. Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:
 - This Addendum;
 - Cisco EA Terms and Conditions;
 - Cooperative purchasing contract DIR-CPO-5347 and
 - Cisco Solution Summary Year 2 dated 8/21/2025.

- 2. Termination for Convenience.** The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Seller. In the event of such termination, it is understood and agreed that only the amounts due to Seller 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 The County's termination of this Agreement for convenience.

- 3. No Indemnification by The County.** Seller acknowledges and agrees that under the Constitution and the laws of the State of Texas, The County cannot enter into an agreement whereby The County agrees to indemnify or hold harmless any other party, including but not limited to Seller; therefore, all references of any in this Agreement to The County

indemnifying, holding or saving harmless any other party, including but not limited to Seller, for any reason whatsoever are hereby deemed void and deleted.

4. **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, 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.
5. **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 under the laws of the State of Texas and of the United States.
6. **The County's Right to Audit.** Seller agrees that The 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 Seller which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Seller agrees that The County shall have access during normal working hours to all necessary Seller facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Seller reasonable advance notice of intended audits.
7. **Non-Appropriation and Fiscal Funding.** The obligations of The County under this Agreement do not constitute a general obligation or indebtedness of The County for which The County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any County's fiscal year if the governing body of The County does not appropriate sufficient funds as determined by The County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Seller at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.
8. **Payment, Interest and Late Payments.** The 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 The County 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 The 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 The 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 an error appears in an invoice submitted by Seller, The County shall notify Seller of the error not later than the twenty first (21st) day after the date The County receives the invoice. If the error is resolved in favor of Seller, Seller shall be entitled to receive interest on the unpaid balance of the invoice submitted by Seller beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Seller 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.

- 9. General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **“Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where The County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The County. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Seller shall furnish The County with a certification of coverage issued by the insurer. Seller shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Seller shall also notify The County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**
- 10. Relationships of 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.
- 11. Sales and Use Tax Exemption.** The County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by The County. Exemption certificates will be provided to contractors and suppliers upon request.
- 12. Texas Public Information Act.** 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 The 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 data furnished to The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- 13. **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.
- 14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

COVERGEONE, INC.

WILLIAMSON COUNTY, TEXAS

By: *M. Chad Brinkley* _____

By: _____

Printed Name: Chad Brinkley _____

Title: As Presiding Officer, Williamson
Commissioners Court

Title: Client Executive _____

Date: _____, 20__

Date: September 16, 2025 _____



10900 Nesbitt Avenue South
Bloomington, MN 55437

Solution Name: ****Estimated**** Cisco Meraki
EA True Forward SR107397
9/25

Customer: WILLIAMSON COUNTY

Solution Summary

****Estimated** Cisco Meraki EA True Forward SR107397 9/25**

Customer: WILLIAMSON COUNTY	[REDACTED]
Ship To Address: 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207	[REDACTED]
Bill To Address: 701 Main Street Georgetown, TX 78626	Account Executive: Chad Brinkley
Customer ID: ASIWILCOU0001	Email: CBrinkley@onec1.com
Customer PO:	Phone: +17639712447
Contract Dates 9/25/24 - 9/26/29	

Solution Summary	Billing Frequency	Due	
True Forward	Annual	\$8,666.16	
Original Contract	Annual	\$36,338.40	
Project Subtotal	Due for 9/25/25 - 9/26/26	\$45,004.56	
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Purchasing Contract	DIR-CPO-5347		

Year 2 Total **\$45,004.56**

Year 3 \$45,004.56
Year 4 \$45,004.56
Year 5 \$45,004.56

Products and/or Services not specifically itemized are not provided hereunder.

Due to rapidly changing prices in the market for third party Products and/or Services, this Order will be valid for a period of thirty (30) days following the date hereof; provided however, that Seller reserves the right to charge Customer for any additional costs incurred by Seller in connection with the Products identified in this Order due to the applicable manufacturer and/or other vendor passing along additional indirect costs associated with tariffs and/or similar tax-like charges. Thereafter, this Order will no longer be of any force and effect. After the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:



10900 Nesbitt Avenue South
Bloomington, MN 55437

Solution Name: ****Estimated**** Cisco Meraki
EA True Forward SR107397
9/25

Customer: WILLIAMSON COUNTY

Cisco EA Terms: By signing this Order or issuing a PO against this Order, Customer acknowledges and expresses acceptance of the terms and conditions outlined in the Cisco EA program, as indicated in <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~supplemental-terms>. Customer agrees that any excess usage or overage incurred throughout the term are payable by Customer in accordance with the terms of <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~supplemental-terms>. Seller will invoice Customer separately for such excess usage or overage, in addition to the regular billing for the contracted services. Estimated credit(s) based upon start date listed. Estimated credits cannot be applied to prior invoices. Portfolio(s), Solution(s) and Suite(s):

****Estimated**** True Forward Consumption.

Final TF quote will be based on Anniversary date of 9/27/25.

Term: 48.00 Months and from 27-Sep-2025 to 26-Sep-2029
Automatically Renews: No Auto Renewal

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
TITLE: _____ TITLE: _____

Solution Quote

Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
Added to SR107397					
E3N-Z3C-ENT	Meraki Z3C Enterprise Agreement	48	2	\$5.84	\$560.64
E3-N-MRCS	MERAKI - CAMERA SYSTEMS	48	1	\$0.00	\$0.00
E3N-MV	MERAKI MV ENTERPRISE AGREEMENT	48	60	\$9.24	\$26,611.20
E3N-Z1-ENT	MERAKI Z1 ENTERPRISE AGREEMENT	48	1	\$1.30	\$62.40
E3N-MR-ENT	MERAKI MR ENTERPRISE AGREEMENT	48	30	\$5.30	\$7,632.00
E3N-MX68W-SEC	Meraki MX68W SEC Enterprise Agreement - Prepayment	48	2	\$23.33	\$2,239.68
Added to SR107397 Subtotal:					\$37,105.92
Modified					
E3N-MX68-SEC	MERAKI MX68 SEC ENTERPRISE AGREEMENT Comment: Removed 1	48	2	\$19.42	\$1,864.32
E3N-MS125-24	ENTERPRISE AGREEMENT Comment: Removed 1	48	1	\$4.22	\$202.56
E3N-MX68CW-SEC	MERAKI MX68CW SEC ENTERPRISE AGREEMENT Comment: Removed 1	48	21	\$27.22	\$27,437.76
Modified Subtotal:					\$29,504.64
Existing Subscription					
EA3-M	Cisco EA 3.0 BUNDLE	48	1	\$0.00	\$0.00
E3-N-MRNI	Legacy Meraki - Network Infrastructure	48	1	\$0.00	\$0.00
E3N-MT	Meraki MT Enterprise Agreement	48	41	\$3.53	\$6,947.04
E3N-MX65W-SEC	Meraki MX65W SEC Enterprise Agreement	48	1	\$20.73	\$995.04
E3N-MX85-SEC	Meraki MX85 SEC Enterprise Agreement	48	2	\$64.77	\$6,217.92
E3N-MG41-ENT	Meraki MG41 ENT Enterprise Agreement	48	5	\$12.48	\$2,995.20
E3N-MX64W-SEC	Meraki MX64W SEC Enterprise Agreement	48	4	\$16.86	\$3,237.12
E3N-MX105-SEC	Meraki MX105 SEC Enterprise Agreement	48	1	\$194.34	\$9,328.32



10900 Nesbitt Avenue South
Bloomington, MN 55437

Date: 8/21/2025

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Solution Name: ****Estimated**** Cisco Meraki
EA True Forward SR107397
9/25

Customer: WILLIAMSON COUNTY

Solution Quote

Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
E3N-MX67W-SEC	Meraki MX67W SEC Enterprise Agreement	48	1	\$19.42	\$932.16
E3N-MX84-SEC	Meraki MX84 SEC Enterprise Agreement	48	1	\$51.84	\$2,488.32
E3N-MX60W-SEC	Meraki MX60W SEC Enterprise Agreement	48	3	\$15.24	\$2,194.56
E3N-MS210-24P	Meraki MS210-24P Enterprise Agreement	48	1	\$6.54	\$313.92
E3N-Z3C-ENT	Meraki Z3C Enterprise Agreement	48	5	\$5.83	\$1,399.20
E3N-MX80-SEC	Meraki MX80 SEC Enterprise Agreement	48	1	\$55.44	\$2,661.12
E3N-MX67C-SEC	Meraki MX67C SEC Enterprise Agreement	48	1	\$22.02	\$1,056.96
E3N-MR-ENT	Meraki MR Enterprise Agreement	48	285	\$5.31	\$72,640.80
Existing Subscription Subtotal:					\$113,407.68
Total:					\$180,018.24