

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM TO THE  
MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT  
WITH  
CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC  
(Performance Center reporting software – FY26)**

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The underlying County Addendum (the “Addendum”) to the Master Software Subscription and Services Agreement (“Agreement”), between Catalis Public Works & Citizen Engagement, LLC. (“Catalis”) 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;
  - Catalis’s Master Software Subscription and Services Agreement, incorporated by reference;
  - Cooperative purchasing contract Buyboard 692-23
  - Catalis Order Form No.: [REDACTED]
- 2. No Indemnification by The County.** Any indemnification provisions are subject to the Constitution and the laws of the State of Texas. Therefore, any agreement to indemnify or hold harmless any other party, including but not limited to Catalis; may be deemed void.
- 3. 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.

- 4. 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.
- 5. The County's Right to Audit.** Catalis 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 Catalis which are directly pertinent to the services to be performed under this Agreement for the purposes financial compliance with the agreement. Catalis agrees that The County shall have access during normal working hours to all necessary Catalis 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 Catalis reasonable advance notice of intended audits.
- 6. 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 Catalis at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.
- 7. 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 Catalis, The County shall notify Catalis of the error not later than the twenty first (21<sup>st</sup>) day after the date The County receives the invoice. If the error is resolved in favor of Catalis, Catalis shall be entitled to receive interest on the unpaid balance of the invoice submitted by Catalis beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County,

Catalis 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.

- 8. 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. Catalis shall furnish The County with a certification of coverage issued by the insurer. Catalis shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Catalis 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.**
- 9. 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.
- 10. 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.
- 11. 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

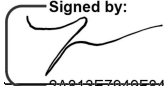
of the State of Texas. To the extent possible, should there be a disclosure request, notice shall be given to Catalis.

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

**CATALIS PUBLIC WORKS & CITIZEN  
ENGAGEMENT, LLC.**

**WILLIAMSON COUNTY, TEXAS**

Signed by:  
By:  \_\_\_\_\_  
2A813E7949F84A9...

By: \_\_\_\_\_

Printed Name: Teresa Yeager

Title: As Presiding Officer, Williamson  
Commissioners Court

Title: EVP

Date: \_\_\_\_\_, 20\_\_

Date: October 02, 20 25

**Approved as to Legal Form**  
**JACQUELINE LENTZ**  
**General Counsel, Commissioners Court**  
Date: Oct 02 2025 Time: 2:44 pm

**Reviewed by Contract Audit**  
**Joel Brophy**  
**Internal Audit Director**  
**Williamson County Auditor's Office**  
Date: Oct 02 2025 Time: 1:14 pm



Catalis  
 3025 Windward Plaza, Suite 200  
 Alpharetta, GA 30005

Buyboard Contract No.: 692-23  
 No.: [REDACTED]  
 Order Form Date: Sept 8, 2025

## ORDER FORM

### CUSTOMER INFORMATION

Customer:	Williamson County, TX	Phone:	512-962-3000
Primary Contact:	Minnie Beteille, minnie.beteille@wilcotx.gov	Address:	710 South Street Georgetown, TX 78626
System Administrator:	Minnie Beteille, minnie.beteille@wilcotx.gov		
Billing Contact:	Minnie Beteille	ACH:	<input type="checkbox"/>
Billing Email:	minnie.beteille@wilcotx.gov	PO Required:	<input type="checkbox"/> PO No.:
Billing Phone:	512-962-3000	Tax Exempt:	<input checked="" type="checkbox"/>

Catalis Representative: Joel Mazurkewich, joel.mazurkewich@catalisgov.com

### TERM

Subscription Start Date: October 1, 2025  
 The Subscription Start Date is the date the Software will be provisioned to the System Administrator. The Initial Term of the Subscription shall begin on the Subscription Start Date and will end September 30, 2026 ("Initial Term").

### BILLING SUMMARY

1. Software Subscription Fees and Recurring Professional Services Fees shall be billed up on the Subscription Start Date and annually in advance thereafter.
2. Invoices shall be due and payable within thirty (30) calendar days following invoice by Catalis.
3. Any Recurring Fees will increase annually by the greater six percent (6%) or by the increase in the Consumer Price Index ("CPI") for the prior calendar year.

### PRICING

Pricing below is valid through October 1, 2025. Pricing is subject to change after this date.

#### 1. Software Subscription Fees

	Year 1
<b>Performance Center</b>	\$56,456.00
Annual Subscription	
<i>Performance Center Financial Intelligence</i>	
<i>Performance Center Procurement Intelligence</i>	
<i>Performance Center Project Intelligence</i>	
<i>Performance Center Asset Intelligence</i>	
<b>MyGov Center Transparency</b>	\$28,799.00
Annual Subscription	
<b>Total Subscription Fees</b>	<b>\$85,255.00</b>



Catalis  
3025 Windward Plaza, Suite 200  
Alpharetta, GA 30005

Buyboard Contract No.: 692-23  
No. [REDACTED]  
Order Form Date: Sept 8, 2025

## TERMS AND CONDITIONS

The Agreement contains the following, listed in order of appearance:

*This Order Form*

*The Master Software Subscription and Services Agreement*

<https://catalisgov.com/master-software-subscription-and-services-agreement/>

In the occurrence of a conflict between any of the above with one another, this Order Form shall control.

### General Notes:

1. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
2. Order Form line items represent estimates based upon initial evaluation of project complexity and duration. The actual time to complete the scope of work may vary. The Pricing listed above is estimated based on the information available to Catalis at the time of the making of this Order Form.
3. Following adoption of this Order Form, changes to the Statement of Work must be memorialized with a written Amendment or Work Order, without regard to whether the change affects costs, and must be approved in writing by Catalis and the Customer. If the changes impact cost, an estimate of the cost impact shall be included. Any cost for future Professional Services, customizations, modifications, or integrations shall be provided at the Catalis standard hourly services rate. The Statement of Work shall be subject to the terms of this Agreement.

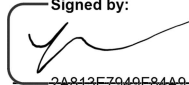
## ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

### Williamson County, TX:

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### CATALIS PUBLIC WORKS & CITIZEN ENGAGEMENT, LLC:

Signed by:   
 By: \_\_\_\_\_  
 Name: Teresa Yeager  
 Title: EVP  
 Date: 9/30/2025 | 3:35:02 PM EDT