

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM No. 1
WITH
PURVIS SYSTEMS, INC.
(Quote# [REDACTED])**

The underlying Agreement and its Amendments (if any) (Collectively the “Agreement”) regarding Quote# [REDACTED] between **Purvis Systems, Inc.** (“Purvis”) and **Williamson County, Texas** (“WILCO”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 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 No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Incorporated Documents:** This Agreement 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:
 - A. This Williamson County Addendum No. 1;
 - B. Sourcewell Contract No. 020625-PUR, incorporated by reference;
 - C. Purvis’ FSAS Maintenance and Service Agreement and
 - D. Purvis’ Quote# [REDACTED];
- 2. 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 September 30, 2026, with no automatic renewals. Upon successful completion of the services as described in Quote # [REDACTED] this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.
- 3. Termination for Convenience.** WILCO may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Purvis. In the event of such termination, it is understood and agreed that only the amounts due to Purvis 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 WILCO's termination of this Agreement for convenience.

- 4. Scope of Services.** Should the County choose to add services outside of those described in the Scope of Services such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services, and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.
- 5. No Indemnification by WILCO.** Purvis acknowledges and agrees that under the Constitution and the laws of the State of Texas, WILCO cannot enter into an agreement whereby WILCO agrees to indemnify or hold harmless any other party, including but not limited to Purvis; therefore, all references of any in this Agreement to WILCO indemnifying, holding or saving harmless any other party, including but not limited to Purvis, for any reason whatsoever are hereby deemed void and deleted.
- 6. 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 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.
- 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 WILCO, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. WILCO 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.
- 8. The County's Right to Audit.** Purvis agrees that WILCO 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 Purvis which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Purvis agrees that WILCO shall have access during normal working hours to all necessary Purvis facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. WILCO shall give Purvis reasonable advance notice of intended audits.
- 9. Non-Appropriation and Fiscal Funding.** The obligations of WILCO under this Agreement do not constitute a general obligation or indebtedness of WILCO for which WILCO 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 WILCO's fiscal year if the governing body of WILCO does not appropriate sufficient funds as determined by WILCO's budget for the fiscal year in question. WILCO may effect such termination by giving written notice of termination to Purvis at the end of its then-current fiscal year to be effective as of the last day of WILCO's fiscal year. For purposes of this Agreement, the WILCO's fiscal year shall be October 1st to September 30th.

10. Payment, Interest and Late Payments. WILCO'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 WILCO 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 WILCO 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 WILCO'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 Purvis, WILCO shall notify Purvis of the error not later than the twenty first (21st) day after the date WILCO receives the invoice. If the error is resolved in favor of Purvis, Purvis shall be entitled to receive interest on the unpaid balance of the invoice submitted by Purvis beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of WILCO, Purvis 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.

11. 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 WILCO, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by WILCO shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of WILCO. 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. Purvis shall furnish WILCO with a certification of coverage issued by the insurer. Purvis shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Purvis shall also notify WILCO, 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.**

- 12. 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.
- 13. Sales and Use Tax Exemption.** WILCO 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 WILCO. Exemption certificates will be provided to contractors and suppliers upon request.
- 14. 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 WILCO, 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 WILCO as to whether or not the same are available to the public. It is further understood that WILCO's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that WILCO, 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 WILCO by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 15. 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.
- 16. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Purvis Systems, Inc.

By: *Danielle Flynn*

Printed Name: Danielle Flynn

Title: Contracts Manager

Date: November 13, 2026

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson
Commissioners Court

Date: _____, 20____

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Williamson County Auditor's Office
 Date: Nov 13 2025 Time: 12:15 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
 Date: Nov 14 2025 Time: 3:53 pm



PURVIS PRICE QUOTATION

88 Silva Ln
Middletown, RI 02842

[Redacted]

Date: November 6, 2025

Quote #: [Redacted]

Customer: Williamson County

Address: 911 Tracy Chambers Lane
Georgetown, TX 78626

Customer POC: [Redacted]

E-mail: [Redacted]

Phone #: [Redacted]

TASK:

Procurement of Post Warranty, Maintenance and Support Services (Remote Only) for Williamson County's Prioritized Unit Master Alerting (PUMA) system.

Post Warranty, Maintenance, and Support Services include:

- Hardware & Software Warranty
- 24x7x365 Help Desk
- 24x7x365 Emergency Service
- Software Support (VPN access)
- Software Version Upgrades

The effective dates for the Post Warranty Annual Maintenance and Support services for the Dispatch Center and EMS Stations identified in this quote are from October 1, 2025 to September 30, 2026

This quote can be purchased under the Sourcwell Contract No. 020625-PUR.

FIXED PRICE SERVICES:

Description	Qty	Unit Price	Adjusted Unit Price	Price
Post Warranty Maintenance and Support on the PURVIS FSAS in the Williamson County, TX (<i>Dispatch Center</i>)	1	\$13,230.00	\$12,833.10	\$12,833.10
Annual Text-To-Speech Voice Module Software Maintenance (<i>Dispatch Center</i>)	3	\$270.00	\$261.90	\$785.70
Post Warranty Maintenance and Support on the PURVIS FSAS in the Williamson County, TX (<i>EMS Stations</i>)	18	\$2,000.00	\$1,940.00	\$34,920.00
Annual Text-To-Speech Voice Module Software Maintenance (<i>EMS Stations</i>)	18	\$270.00	\$261.90	\$4,714.20
TOTAL SERVICES				\$53,253.00

GRAND TOTAL	\$53,253.00
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SALES AND USE TAX: Any required sales and use tax not identified in this quote is responsibility of the quote recipient or Fire Station Alerting System end-user. PURVIS is not responsible for the collection of any required taxes and payments to any tax collection agencies.

PAYMENT TERMS: Net 30

VALIDITY: This FFP Quote is valid for 90 days

PURVIS AGREEMENTS: The provided PURVIS FSAS Standard License Agreement and the PURVIS FSAS Maintenance Agreement (Version 5-2025) will be incorporated as part of any orders, or change orders, placed for the PURVIS Fire Station Alerting System. Any negotiation of Agreement terms must be in writing, and mutually agreed upon by both parties, prior to order placement. In the absence of a negotiation the Customers issuance of an order shall constitute acceptance of all Agreements as written. The current version of this Agreement shall supersede and replace all prior agreements, between PURVIS and the Customer.

EXPORT CONTROL: Products purchased or received under any resulting Sale may be subject to export control laws, restrictions, regulations, and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export any product to any prohibited or embargoed country or to any denied, blocked or designated person or entity as mentioned in any United States or foreign law or regulation.

PURVIS FIRE STATION ALERTING SYSTEM (FSAS) SERVICE AGREEMENT

CUSTOMER: Williamson County, TX

I. INTRODUCTION

This Service Agreement (“Agreement”) is effective upon Customer’s written acceptance of the PURVIS FSAS system (FSAS), or as otherwise specified in the Customer’s Contract/Purchase Order(s) (“Contract”) and will continue for the time period specified in the Contract. This Agreement will remain in effect for any subsequent service periods purchased by the Customer via mutual written agreement of the parties at the prices set forth in the Contract, quote, or as otherwise mutually agreed.

The terms and conditions in the End-User License Agreement for the PURVIS Fire Station Alerting System, executed by PURVIS and Customer, are incorporated herein by reference.

Unless renewal pricing has been pre-negotiated with the Customer, Warranty and Maintenance services will automatically renew annually with a 4% price escalation unless the Customer requests a stoppage. Customer shall notify PURVIS 60 days prior to the current maintenance period end date of non-renewal. In the absence of notification, PURVIS will invoice the Customer 30 days prior to the start of the next maintenance period for continuation of services.

The warranty, maintenance and support services provided under this Agreement cover all PURVIS-provided hardware and software identified in the PURVIS FSAS Contract(s) with Customer. Failures must be caused by PURVIS-provided FSAS hardware and/or software in order to be covered by this Agreement, except that Customer-provided hardware and/or software is covered only to the extent that it is explicitly identified in the Contract as being covered.

Services shall be performed by trained, experienced and qualified personnel and with due care, skill, and diligence in accordance with applicable industry standards and the terms of this Agreement.

This Agreement includes the following services:

Standard Services - Remote Support	Included
Optional Services	Select if Applicable
On-Site Support Option 1 - 24/7/365	N/A
On-Site Support Option 2 - Normal Business Hours	N/A

II. DESCRIPTION OF SERVICES

STANDARD SERVICES – REMOTE SUPPORT

Standard Services include Help Desk, Emergency/Non-Emergency Hardware and Software Repairs, Software Version Updates, and Remote Access Support. Remote technical support is provided by phone or remote access. On-site support is not provided under standard services and is available as an Option.

TYPES OF SERVICE REQUESTS AND RESPONSE TIMES

Emergency Service Request is defined as a major failure of PURVIS-provided FSAS software or hardware that results in no service at one or more locations. Response to an Emergency Service Request is provided within four hours following request. PURVIS will troubleshoot, diagnose, and repair emergency system failures 24/7/365, including holidays, until resolved.

Non-Emergency Service Request is defined as a failure or incident in which the service continues to operate, but a non-critical PURVIS-provided feature, such as a speaker or LED light, is not available or does not function as it should. Service for non-emergency failures is provided during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays. Response to a Non-Emergency Service Request is provided within the next business day and will typically be resolved within two business days.

A. HELP DESK

CUSTOMER MUST INITIATE A SERVICE REQUEST BY CONTACTING
THE PURVIS 24x7x365 HELP DESK:

FOR EMERGENCY SUPPORT:

PHONE: 866-841-2824

FOR NON-EMERGENCY SUPPORT:

ONLINE: [HTTPS://SUPPORT.PURVIS.COM](https://support.purvis.com) or

E-MAIL: support@purvis.com

The PURVIS Help Desk receives and logs all customer support calls and creates trouble tickets for all calls received.

All Emergency Requests will be confirmed by return phone call: a PURVIS Support Engineer will acknowledge Customer's request within two (2) hours of receipt and will solicit specific details regarding the service request if needed. Following this initial response, PURVIS will confirm that it is an Emergency Service Request or will reclassify it as a Non-Emergency Service Request if applicable.

For Online or Email requests: a PURVIS Support Engineer shall acknowledge Customer's request within two (2) hours of receipt during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays. PURVIS will solicit specific details regarding the service request if needed.

B. HARDWARE AND SOFTWARE WARRANTY

Hardware Repair/Replacement

PURVIS warrants that the Hardware provided by PURVIS for the PURVIS FSAS will be free of defects in materials and workmanship and conform to specifications set forth in the Contract and any FSAS user manuals/documentation provided to Customer. PURVIS' sole liability and responsibility under this Agreement is to repair or replace, at PURVIS' option, any Hardware provided by PURVIS, which PURVIS determines does not conform to the warranty.

For hardware failures that result in a critical system operation failure, PURVIS will ship a replacement Hardware device or component to the Customer within one (1) business day of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty. All shipments for critical system operation failure items will be scheduled for overnight delivery.

For hardware failures that result in a non-critical operation failure, PURVIS will ship a replacement Hardware device or component to the Customer within seven (7) business days of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty.

For Customers that maintain an on-site FSAS Spares inventory, PURVIS will deliver the repaired or replacement Hardware device or component to the Customer within thirty (30) calendar days to replenish the Customer's Spares inventory.

The Customer is responsible for shipping the failed hardware device or component to PURVIS' RI office within 5 business days of reporting failure. The Customer is responsible for shipping costs.

NOTE: If Customer purchases Option 1, On-Site Services, shipping of hardware between Customer and PURVIS is not applicable, since PURVIS will provide delivery and/or pick-up of hardware while performing on-site services.

Software Repair/Replacement

"Software" means all software, firmware, and databases created by PURVIS for the PURVIS FSAS. Refer to PURVIS' proposal and/or the Contract for the specific Software items licensed by Licensee under this Agreement.

PURVIS warrants that Software manufactured by PURVIS, under normal use and service as originally delivered to Customer, will function substantially in accordance with the functional description in the PURVIS documentation. PURVIS' sole liability and Customer's sole remedy for breach of this Software warranty shall be, at PURVIS' election, PURVIS' good faith effort to rectify the nonconformity or replace the Software with Software that conforms.

Customer is expected to perform any configuration updates/changes to the system.

C. SOFTWARE VERSION UPGRADES

General availability software version upgrades for critical issue patches and scheduled major version upgrades are included as part of this Agreement. Any critical software issues that may arise will be addressed and patches will be released in General Availability as soon as they are completed and successfully pass a rigorous regression test cycle.

PURVIS will load new updates into the customer's system using the Software Update feature on the PURVIS FSAS DM Console. Newly installed updates can be automatically pushed to PURVIS FSAS

Station Control Units and the Central Servers at any time. All software updates will be coordinated with the Customer.

D. REMOTE SOFTWARE SUPPORT

Remote Software Support is provided through VPN or other remote service tool; and it allows PURVIS to connect to each FSAS location to diagnose issues, update system software, and provide remote technical support.

OPTIONAL SERVICES

ON-SITE SUPPORT may be purchased as an Option, and includes all of the above standard services in addition to the following:

On-Site Technical Assistance is provided to support service requests that are not resolved remotely. When on-site services are provided, shipping of hardware between Customer and PURVIS is not applicable, since PURVIS will provide delivery and/or pick-up of hardware while performing on-site services.

OPTION 1 – 24/7/365: On-site technical assistance is available 24 hours per day, 7 days per week, 365 days per year and will be provided in accordance with the response times for the type of service request, as identified for standard services above.

OPTION 2 – Normal Business Hours: On-site technical assistance is available during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays.

Preventive Maintenance is included with both on-site support options. One (1) preventive maintenance visit per station per year is scheduled during normal business hours, Monday through Friday between the hours of 8 AM and 5 PM Customer Local Time, excluding federal holidays. Preventive maintenance is performed with the objectives of prolonging the life of equipment and preventing the need for corrective and emergency repairs. All major components of the system are cleaned and tested, and any unreported equipment failure is identified and repaired. Preventive Maintenance is not applicable during the first year of warranty following FSAS system acceptance.

III. LIMITATIONS/CUSTOMER RESPONSIBILITIES

1. This Agreement does not cover hardware and software that Customer purchased from a vendor other than PURVIS, including existing Customer-owned hardware that is connected to PURVIS FSAS, unless such items are explicitly identified in the Contract as being covered.
2. This Agreement does not cover Software failure resulting from accident, misuse, abuse, misapplication or unauthorized modification by Customer.
3. This Agreement does not cover Hardware that requires replacement/repair due to normal wear and tear (such as UPS battery), is damaged as a result of vandalism, misuse, force majeure or other act of God (such as fire, flood, lightning, etc.), is disassembled, modified or tampered with, or is otherwise negligently or improperly installed or maintained by Customer.
4. This Agreement does not cover replacement of hardware in the event that hardware becomes obsolete (technical refresh).

5. Customer is responsible for applying Windows and Antivirus updates. PURVIS shall provide Customer with document entitled "Microsoft Windows Patching" for reference when applying such updates.
6. Customer must provide PURVIS with remote access to the PURVIS FSAS to enable PURVIS to connect to the FSAS system at each location.
7. Customer must designate a single point of contact that will initiate service requests via the PURVIS help desk, and that PURVIS can contact to request Customer personnel support for troubleshooting or on-site repair services.
8. If the Optional on-site support is not applicable to this Agreement, Customer is responsible for on-site preventive maintenance and on-site technical support of the FSAS.
9. If Optional on-site support is applicable, Customer must provide PURVIS maintenance personnel with timely access to locations as needed to perform on-site services.

IV. OUT OF SCOPE SERVICES

In the event that PURVIS provides support under this Agreement in response to a Help Desk request, and PURVIS determines it to be an issue not covered under the applicable Software Warranty and/or Hardware Warranty or as a result of customer's non-compliance with the terms of this Agreement ("out-of-scope service"), PURVIS reserves the right to be reimbursed for such services. PURVIS shall invoice on a Time and Materials basis for such out of scope services at the then current hourly rate, identified in the following table, and payment terms shall be NET 30.

OUT-OF-SCOPE SERVICE RATES	
Calendar Year	Rate/Hr
2025	\$200.00
2026	\$208.00
2027	\$216.00
2028	\$225.00