

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM TO THE
SOFTWARE AS A SERVICE AGREEMENT
WITH
GRANICUS LLC
(Commissioners Court Proceedings)**

The underlying County Addendum (the “Addendum”) to the Terms & Conditions (“Agreement”), between Granicus LLC (“Granicus”) and Williamson County, Texas (“Client” 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;
 - Granicus’s Terms & Conditions;
 - Cooperative purchasing contract TIPS 220105 and
 - Granicus Order# [REDACTED]
- 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 Granicus. In the event of such termination, it is understood and agreed that only the amounts due to Granicus 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.** Granicus 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 Granicus; therefore, all references of any in this Agreement to The County

indemnifying, holding or saving harmless any other party, including but not limited to Granicus, 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.** Granicus 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 Granicus which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Granicus agrees that The County shall have access during normal working hours to all necessary Granicus 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 Granicus 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 Granicus 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 Granicus, The County shall notify Granicus 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 Granicus, Granicus shall be entitled to receive interest on the unpaid balance of the invoice submitted by Granicus beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Granicus 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. Granicus shall furnish The County with a certification of coverage issued by the insurer. Granicus shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Granicus 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.

GRANICUS LLC

DocuSigned by:
By: Greg Eck
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Printed Name: Greg Eck

Title: Senior Manager, Contracts

Date: December 1, 2025

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____, 20__

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 02 2025 Time: 10:06 am

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 01 2025 Time: 4:10 pm



THIS IS NOT AN INVOICE

Order Form
Prepared for
Williamson County TX

Procurement Vehicle: TIPS 220105 In Support of: Williamson County TX

ORDER DETAILS

Prepared By: Cedric Simpkins
Phone:
Email: cedric.simpkins@granicus.com
Order #: [REDACTED]
Prepared On: 25 Nov 2025
Expires On: 12 Dec 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 31 Oct 2025
Period of Performance: The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 12 months thereafter.

It is the responsibility of the reseller or distributor to provide the End User with the Granicus Order Form and any attached terms and conditions. **Any pricing contained herein is the amount due to Granicus and must be removed prior to submission to the End User.** This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice.



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Avior™ PRO Remote Broadcast System - Five Camera Setup	50% Up Front 50% Upon Delivery	1 Each	\$63,330.23
Advanced Caption Encoder/Decoder	Up Front	1 Each	\$10,059.93
Captioning Software Only	Upon Delivery	1 Each	\$3,242.54
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	50% Up Front 50% Upon Delivery	1 Each	\$2,013.28
Avior™ Setup and Deployment	50% Up Front 50% Upon Delivery	1 Each	\$1,144.80
AVIOR™ Standard Pre-Assembly & Install	50% Up Front 50% Upon Delivery	1 Each	\$5,088.00
Social Media eXstream Plus - Setup	50% Up Front 50% Upon Delivery	1 Each	\$429.99
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Upon Delivery	1 Each	\$2,013.28
Extended Warranty Plan for Advanced Caption Encoder/Decoder	Upon Delivery	1 Each	\$1,826.68
Additional Camera #6	Upon Delivery	1 Each	\$1,200.00
SUBTOTAL:			\$90,348.73



New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Avior™ 50	01 Jan 2025 - 31 Oct 2025	Annual	1 Each	\$43,670.06	\$36,391.72
AVIOR Control Software License	01 Jan 2025 - 31 Oct 2025	Annual	1 Each	\$1,615.49	\$1,346.24
Social Media eXstream Plus	01 Jan 2025 - 31 Oct 2025	Annual	1 Each	\$6,253.48	\$5,211.23
Annual Support for Advanced Caption Encoder/Decoder	01 Jan 2025 - 31 Oct 2025	Annual	1 Each	\$1,826.68	\$1,522.23
CaptionLive Premium	01 Jan 2025 - 31 Oct 2025	Annual	100 Hours	\$17,371.20	\$14,476.00
SUBTOTAL:				\$70,736.91	\$58,947.42

- Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.



FUTURE YEAR PRICING

Solution(s)	Period of Performance
	Year 2
Avior™ 50	\$48,037.07
AVIOR Control Software License	\$1,777.04
Social Media eXstream Plus	\$6,878.82
Annual Support for Advanced Caption Encoder/Decoder	\$2,009.34
CaptionLive Premium	\$19,108.32
SUBTOTAL:	\$77,810.59



PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Avior™ PRO Remote Broadcast System - Five Camera Setup	Avior™ PRO Remote Broadcast System: Five HD Camera Solution
Advanced Caption Encoder/Decoder	Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)
Avior™ 50	AVIOR™ 50 Managed Service SaaS: Remote Switching for up to 50 meetings per year.
AVIOR Control Software License	Annual License Fee
Social Media eXstream Plus	Software combined with EASE™ licensing for Facebook Live, YouTube, Instagram, Twitter, LinkedIn and live streaming.
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
AVIOR™ Standard Pre-Assembly & Install	AVIOR™ Standard Pre-Assembly & Install (travel not included)



Solution	Description
Social Media eXstream Plus - Setup	Social Media eXstream Plus - Setup
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)
Annual Support for Advanced Caption Encoder/Decoder	Annual Support for Advanced Caption Encoder/Decoder
Extended Warranty Plan for Advanced Caption Encoder/Decoder	Extended Warranty Plan for Advanced Caption Encoder/Decoder
CaptionLive Premium	CaptionLive Premium - Human Transcription Service in English, per hour. Live and video on- demand closed captioning, with a VOD captions turnaround time of 4 - 5 business days from the end of the meeting.
Additional Camera #6	Additional Camera #6



TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-389738 dated 25 Nov 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Williamson County TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.
- It is the customers responsibility to communicate any changes or provide updated schedules. Any meeting convened outside of the established meeting schedule shall require a minimum of forty-eight (48) hours' prior written notice to all relevant parties. The presence of a director at such meetings is not guaranteed. All such meetings will be shot in wide-screen format.

SWAGIT Product Specific Terms



In addition to the terms and conditions of your agreement with Granicus, your use of the Swagit product offerings (including hardware, software and services) will be governed by the additional terms set forth below. Any conflict between the terms of your agreement with Granicus and these product-specific terms will be resolved in favor of these terms solely as it relates to the Swagit Product.

1. AVIOR Broadcaster Hardware.

- a. Fifty percent (50%) of the total fees due for the hardware , pre-installation services and set up and deployment services will be invoiced upon contract signature. The remaining fifty percent (50%) balance of the hardware fees and fees due for pre-installation and set up and deployment services will be invoiced upon completion of installation of the hardware at Client's designated location.
- b. Cancellation of any order for Avior Broadcaster hardware will result in Client's obligation to pay Granicus twenty percent (20%) of the total fees due for the hardware as a restocking fee, and Client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.
- c. Fees for Swagit Subscription Services related to Avior Broadcaster equipment will be invoiced upon contract signature. The initial subscription term will be prorated to reflect a 10 month subscription period to account for installation time. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve-month rate plus annual increase.

2. EASE Encoder Hardware.

- a. 100% of EASE encoder hardware fees and fees for installation and configuration will be invoiced upon contract signature. EASE encoders are not eligible for return or refunds.
- b. Fees for Swagit Subscription Services related to EASE encoders will be invoiced upon contract signature and will be prorated to reflect an initial eleven month term. The subsequent full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve month rate plus any annual increase.

- 3. Warranty.** All equipment is provided to Client with the manufacturer's warranty associated with such equipment. Granicus disclaims all warranties, express or implied associated with the equipment, including any implied warranties of merchantability and fitness for a particular purpose. Granicus will provide Client with all documentation associated with the manufacturer's warranty upon request.

- 4. Camera and Broadcast Operations.** Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-389738 dated 25 Nov 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	