

Master Services Agreement

This **Master Services Agreement** (this “Agreement”) is made and entered into as of **Tuesday, 21 October, 2025** (“Effective Date”), by and between Avaap U.S.A. LLC (“Avaap”), a Delaware limited liability company with its principal offices located at 1400 Goodale Blvd, Suite 100, Columbus, Ohio 43212, and **Williamson County, TX** (“Client”), a political subdivision of the State of Texas, acting herein by and through its governing body, with its principal offices located at 710 S. Main Street, Georgetown, TX 78626. This Agreement determines the rights and obligations of the Parties in relation to the Services (as defined below) provided to Client.

In consideration of the promises and mutual covenants and obligations hereinafter set forth, the Parties hereto agree as follows:

1. **Background and Definitions.** Subject to the terms of this Agreement, Avaap agrees to provide the Services to Client for the fees described in each applicable Statement of Work (as defined below). The following defined terms are in addition to the definitions contained in each applicable Statement of Work or Reseller-Customer Agreement:
 - 1.1. **“Parties”** shall mean, collectively, Avaap and Client.
 - 1.2. **“Party”** shall mean each of Avaap and Client, individually.
 - 1.3. **“Avaap Consultant”** shall mean an Avaap employee or other individual engaged by Avaap to perform the Services.
 - 1.4. **“Avaap Materials”** means all documentation, materials, methodologies, techniques, ideas, concepts, trade secrets and know-how embodied in the Service Deliverables or developed or supplied in connection with the Service Deliverables.
 - 1.5. **“Intellectual Property Rights”** means all copyrights, patent rights, confidentiality rights, trade secret rights, trademark rights, and any other form of intellectual property rights existing as of the Effective Date or created in the future.
 - 1.6. **“Resold Products”** means all software or software-as-a-service products that are published or licensed by an entity other than Avaap, but for which Avaap “resells” a license or access to the Client pursuant to a Reseller-Customer Agreement.
 - 1.7. **“Services”** meaning training, implementation, development, consulting, customization, staff augmentation, or any other consulting services provided by Avaap under this Agreement and detailed in a Statement of Work.
 - 1.8. **“Service Deliverable”** means specific work product to be delivered to Client and identified in a Statement of Work, including but not limited to: configuration, processes, workflow, security roles, integrations, and reports.
 - 1.9. **“Statement of Work” or “SOW”** means a written document executed by the Parties from time to time enumerating and describing the Services to be provided by Avaap. Each such SOW will contain a description of the tasks to be performed by Avaap, duration, references to the appropriate specifications for any Service Deliverables, delivery schedule, project site, estimated

resources as needed, compensation terms and any other information deemed necessary by the Parties.

1.10. "Taxes" means any value-added, sales, use, excise, duties or other taxes, including interest and penalties, applicable to, or that are levied or assessed by a governmental authority because of, this Agreement, excluding: (a) taxes for which Client provides Avaap a valid tax exemption or resale certificate, (b) taxes based on Avaap's net income, property or employees.

2. Services. From time to time during the term of this Agreement, Client may request Services from Avaap, and Avaap, in its sole discretion, may agree to provide such Services in accordance with mutually agreed-upon SOWs. Once executed by Avaap and Client, each SOW shall be binding upon the parties hereto and subject to this Agreement. Each SOW shall specifically reference this Agreement and shall specify the details of the particular Services to be performed under the SOW. All rights and obligations of Avaap and Client hereunder shall be deemed to apply to each SOW as if fully set forth therein.

2.1. In the event of any conflict between the terms of this Agreement and the terms of any SOW, the terms of this Agreement shall control. Notwithstanding the immediately preceding sentence, in the event that a SOW expressly provides that certain provisions therein shall control over specified provisions of this Agreement, then, to the extent that such provisions of the SOW conflict with the specified provisions of this Agreement, such provisions of the SOW shall control, except that no term in or attached to a SOW shall modify clauses 18, 32, and 33 of this Agreement.

2.2. Notwithstanding any other provision of this Agreement or any SOWs, all performance dates contained in each SOW shall be regarded only as estimates. Nonetheless, Avaap agrees to use diligent efforts to meet such dates and shall notify Client promptly if it encounters significant delays in completing the Services.

2.3. In connection with the Services, Avaap may discuss ideas or concepts with Client orally or show Client drafts of Service Deliverables for information purposes only; any such oral advice and draft Service Deliverables are not intended to be relied upon until such time as these are finalized and confirmed in writing. Such confirmed advice or final Service Deliverables shall supersede any previous drafts or oral advice.

2.4. Avaap shall select the Avaap Consultants to provide Services as documented in a SOW for its provision of Services. If Client notifies Avaap that it is dissatisfied with the services of any person supplied by Avaap, Client shall provide Avaap with a written description of such unsatisfactory services, and Avaap shall try in good faith to promptly resolve any concerns. If Client continues to be dissatisfied with such person due to issues related to performance, workplace conduct, or behavior, Avaap will remove that person from the situation and will assign another qualified person to Client's work as soon as possible. Avaap agrees to use commercially reasonable efforts to maintain consistency of project personnel (subject to personnel employment status, promotion, leave of absence) and commits that replacement staffing resources will have sufficient project knowledge, qualifications and experience, without additional cost to Client, in order to render services in accordance with this Agreement. In such a case, Avaap will provide a replacement within a commercially reasonable time.

3. Project Sponsorship: Client will assign a project sponsor for each SOW.

4. Change Control Procedures; Change Orders. Either Client or Avaap may request changes to the Services, Service Deliverables, and/or any other aspect of a SOW through a written change request ("Project Change Request"). Promptly thereafter Client and Avaap shall discuss what impact the Project Change Request will have on the Services and Service Deliverables and on pricing, timing, quality, and other terms of the applicable SOW. Any changes to a SOW agreed upon by the parties, as a result of the foregoing process, shall be set forth in a change order signed by the Parties ("Change Order"). Once a Change Order is signed, it shall amend, and become part of, the applicable SOW. Neither Client nor Avaap is obligated to change the Services, Service Deliverables, or any other aspect of a SOW unless a Change Order for such change has been signed by the Parties and Avaap shall not be required to suspend its performance of the Services while the negotiation of a Change Order is ongoing. If any of the following events occur while Avaap is engaged to provide the Services (each a "Change Order Event"), Avaap shall be entitled to a Change Order to the applicable SOW to eliminate such adverse impact (the following list is not all-inclusive):

- (i) The scope, approach, or timing of the Services change;
- (ii) Delays are encountered that are beyond the reasonable control of Avaap, including delays caused by third party software and hardware vendors or their related products and/or services;
- (iii) An assumption set forth in the applicable SOW is invalid; or
- (iv) Client fails to meet its obligations outlined in this Agreement or the applicable SOW.

Avaap shall notify Client within five (5) business days after becoming aware of a Change Order Event. Notwithstanding anything to the contrary in the applicable SOW, if Client and Avaap do not sign a Change Order within sixty (60) days of Client's receipt of such notice, Avaap may suspend or terminate the Services upon written notice to Client. Change Orders will only be binding when signed by authorized representatives of each of Client and Avaap.

5. Client Approval. To the extent Client is required by the SOW to approve specific Service Deliverables, milestones, and/or work product, Client shall confirm each applicable item conforms in all material respects with the applicable specifications set forth in the SOW or as otherwise agreed by Client and Avaap in writing. Within seven business (7) days from its receipt of an item requiring approval, or as otherwise agreed between the Parties, Client shall provide Avaap with (i) written approval or (ii) a written statement that identifies in reasonable detail, with references to the applicable specifications, all of the deficiencies preventing approval (the "Deficiencies").

5.1. Avaap shall have thirty (30) calendar days from the date it receives the notice of Deficiencies to initiate corrective actions in order for the applicable Service Deliverable, milestone, or work product to conform in all material respects to the applicable specifications. Client shall complete its review of the corrected Service Deliverable, milestone, or work product and notify Avaap in writing of acceptance or rejection in accordance with the foregoing provisions of this Section.

5.2. Notwithstanding the foregoing provisions of this Section, approval of a Service Deliverable, milestone, or work product shall be deemed given by Client if Client has not delivered to Avaap a notice of Deficiencies prior to the expiration of any period for Client review thereof as set forth in this Section or worked with Avaap to define a mutually agreed upon alternate timeframe for approval, or if Client uses the Service Deliverable, milestone or work product in production.

- 5.3. To the extent that any Service Deliverable, milestone, or work product has been approved by Client at any stage of Avaap's performance under an SOW, Avaap shall be entitled to rely on such approval for purposes of all subsequent stages of Avaap's performance under such SOW. Client agrees that, in the event an approved Service Deliverable, milestone, or work product differs from the applicable specifications, the specifications shall be deemed modified to conform to such approved Service Deliverable, milestone, or work product.
6. **Fees.** Client shall compensate Avaap for the Services in accordance with the fees set forth in each SOW (the "Services Fees") and for license or access fees for Resold Products as set forth in the applicable Reseller-Customer Agreement ("Resell Fees"), plus applicable Taxes. Except to the extent otherwise agreed in an applicable SOW, all Services will be on a time and materials basis at the rates set forth in the applicable SOW. Avaap shall be permitted to increase hourly rates on an annual basis and/or in response to market forces. Rate increases shall be documented, outlining the need for such increase, and approved by Client.
7. **Expenses.** Client will reimburse Avaap for all reasonable out-of-pocket expenses incurred in performing the Services. In addition, Client will reimburse Avaap for all reasonable travel expenses incurred when rendering Services at a Client facility or offsite location requested by Client as defined in the SOW. Client 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. Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the Aaap's invoice and clearly set forth the actual cost of the expenses, without markup.
8. **Payment of Invoices.** Invoices will be sent to Client monthly. Client agrees to pay all undisputed invoices by ACH within thirty (30) days of date of the invoice. All payments, including late fees, shall be governed by Chapter 2251 of the Texas Government Code.
- 8.1. Client agrees to immediately bring to Avaap's attention any discrepancy in the invoice upon receipt.
- 8.2. Invoice discrepancies will not be accepted and will be deemed waived after thirty (30) days from Client's receipt.
- 8.3. Avaap is not responsible for any fees associated with the processing or remittance of submitted invoices by third parties on Client's behalf, and Client shall reimburse Avaap for any fees assessed against Avaap.
- 8.4. In the event that payment is more than thirty (30) days past due, Avaap may provide Client with notice of intent to suspend the Services. If Client does not remit full payment within ten business (10) days of such notice, Avaap reserves the right to suspend the Services until Client makes payment in full, without incurring any obligation or liability to Client by reason of such suspension. In the event that Client fails to pay an invoice that includes Resell Fees, Client may also have its license or access to the Resold Product suspended or terminated.
- 8.5. Avaap acknowledges that Client is a governmental entity and, as such, that Client is funded by annual appropriations through governing bodies. Avaap agrees that a non-appropriation of funds by Client shall relieve Client of payment requirements under this section. Client will provide at least thirty (30) days prior notice and sufficient evidence of such non-appropriation of funds.

- 9. Rescheduled Services.** Scheduled Services in a SOW are non-cancelable, although Client may reschedule scheduled Services upon providing at least thirty (30) business days advance written notice to Avaap; provided, however, that Client shall remain responsible for any additional costs or expenses incurred by Avaap as the result of such re-scheduling that cannot be reasonably avoided. Any other re-scheduling requests initiated by Client will be at Avaap's sole discretion and may result in additional costs. Client is not responsible for costs resulting from Avaap's request to reschedule project activities for Avaap's convenience.
- 10. Intellectual Property Rights.** Upon full payment from Client, Avaap grants Client a perpetual, non-exclusive, limited license to use the Service Deliverables subject to the applicable SOW only for the internal business of Client for the purposes indicated in the SOW. Avaap retains exclusive ownership of all Intellectual Property Rights for the Services, Service Deliverables and any modifications of the Service Deliverables, including, without limitation, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and Client shall not acquire any rights, express or implied, other than the limited license indicated above. Without limiting the foregoing, if the Services include Avaap Materials, including, without limitation, education and training materials, Avaap retains exclusive ownership of all Intellectual Property Rights to the Avaap Materials and courseware (software, documentation and materials) provided to Client and such materials are licensed and not assigned to Client on the same terms as the Service Deliverables. Training sessions may not be recorded without Avaap's prior written consent. Any intellectual property rights related to any Resold Product are determined by the Reseller-Customer Agreement and any license agreement applicable to said product.
- 11. Client Responsibilities.** In addition to Client's responsibilities set forth herein or in an SOW, Client shall cooperate with Avaap in the performance of the Services. Client acknowledges that Avaap's performance of the Services is dependent upon Client's timely and effective satisfaction of such responsibilities. If Client is unable to meet any of these responsibilities, an escalation process will be initiated to determine the impact associated with not meeting the requirements and, if necessary, a Project Change Request may be initiated in accordance with Section 4.
- 11.1. Workspace.** If necessary, Client will provide reasonable access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by Avaap Consultants while working at Client's location. The Avaap project team will be located in an area adjacent to Client's project personnel, and all necessary security badges and clearance will be provided for access to this area, provided that prior to accessing Client's premises, Avaap Personnel shall submit to any background checks, at no cost to Avaap, required by Client and shall comply with all Client policies and procedures applicable to Client's premises and provided to Avaap Personnel.
- 11.2. Technology.** Some tasks may be performed offsite by Avaap Consultants. To support the work effort as defined in the SOW, Client will provide Avaap Consultants remote access to Client's network and systems, as necessary, and access to all applicable project tools (e.g., Shared Network Drives, SharePoint, Email, team calendar). Before connecting to Client's network through the use of any hardware or through a Virtual Private Network, Avaap must first obtain the express written consent of Client's Chief Information Officer. Client has and will retain sole control over the operation, maintenance, technical support, and management of, and all access to and use of Client's information technology infrastructure, including computers, software, databases, operating systems, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of a third party (collectively, "**Client Systems**") and secure, back-up and maintain all Client data and files. Client has and will retain

sole responsibility for: (i) all Client Systems; and (ii) the security and use of Client's and its authorized users' access credentials. All Client workstations shall meet or exceed the software vendor's requirements regarding operating system, browser, and any and all other programs required for the software to function properly. Client will be responsible for any end user PC hardware or software upgrades required to meet the documented minimum PC standards.

12. Confidential Information. During the term of this Agreement, each party may disclose ("Discloser") to the other ("Recipient") its and its affiliates' confidential and proprietary information ("Confidential Information"), meaning information which, under the circumstances and due to the nature of the information, would appear to a reasonable person to be confidential and proprietary, including, without limitation, a party's services, products, strategies, designs, finances, forecasts, plans, processes, systems, , intellectual property, techniques, and technical data. Confidential Information includes information regardless of form (oral, written, electronic or otherwise). All confidential information, written, electronic or otherwise, shall be clearly identified and marked "confidential." Failure to clearly identify and mark information as confidential as set forth under this provision may result in unmarked information being deemed non-confidential and available to the public. Each Discloser represents and warrants that it has the right to disclose the Confidential Information disclosed to Recipient and that such disclosure does not violate any laws, regulations or the rights of third parties. Discloser shall remain the sole and exclusive owner of its Confidential Information and nothing herein shall grant Recipient any rights in or to Discloser's Confidential Information except as necessary to perform, utilize or evaluate the Services as contemplated by this Agreement and the applicable SOW.

12.1. Recipient shall (i) protect Discloser's Confidential Information from any use or disclosure, except as expressly authorized herein, using a standard of care at least equal to that which it uses to safeguard its own confidential information and in no event less than a reasonable standard of care, (ii) use Discloser's Confidential Information only to the extent necessary to perform its duties and obligations under this Agreement and (iii) disclose Confidential Information only to those of Recipient's (and its affiliates') officers, directors, employees and agents ("Representatives") who "need to know" in order to perform their duties and obligations under this Agreement, provided each is bound by written agreement and/or employment policy to maintain confidentiality of Discloser's Confidential Information. Recipient shall notify promptly Discloser of any loss or unauthorized use or disclosure of Discloser's Confidential Information. Each party is liable for breach of this provision by its Representatives.

12.2. Non-Confidential Information. The confidentiality obligations of the Parties shall not extend to information that: (i) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Recipient; (ii) is rightfully known to Recipient as of the time of its disclosure; (iii) is independently developed by Recipient without reference to Discloser's Confidential Information; (iv) is subsequently learned from a third party not under a confidentiality obligation to Discloser, or (v) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon Recipient shall, unless prohibited by law, provide prompt written notice to Discloser prior to such disclosure, so that such party may seek a protective order or other appropriate remedy. In the event that a protective order or other appropriate remedy is not obtained, Recipient agrees to limit any disclosure to only that portion of the Confidential Information which is legally required.

12.3. Avaap acknowledges that Client may be compelled to disclose certain Avaap Confidential information pursuant to the Texas Public Information Act, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. A disclosure by Client of Avaap's

Confidential Information, to the extent required by law, will not be considered a breach of this Agreement.

13. Service Warranty and Remedies. Avaap warrants that it shall perform the Services in a professional and workmanlike manner with reasonable skill and care. Avaap warrants that at the time of Services delivery and for (sixty (60) days thereafter (the "Warranty Period"), the corresponding Service Deliverables shall materially conform to the applicable specifications set forth in the applicable SOW (the "Services Warranty"). The foregoing warranty shall not apply to the extent any Service Deliverables are modified by anyone other than Avaap after delivery.

Avaap's Personnel Commitment and Obligations. Avaap shall perform its obligations as set forth in the applicable Statement of Work. In addition, Avaap shall:

i. designate and provide for each Statement of Work one, unless otherwise so stated as more than one, Avaap point of contact who shall be responsible for answering and resolving Client's questions and issues relating to the project(s) described therein; and

ii. provide sufficient, qualified, knowledgeable personnel capable of performing Avaap's obligations as set forth in the applicable Statement of Work.

Avaap shall require each of its agents, officers, and employees to abide by any Client's policies that are communicated or provided in writing to Avaap, including those prohibiting sexual harassment, pandemic response, security, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on Client property at all times while performing duties pursuant to the Agreement. Avaap and its agents, officers, and employees performing services on Client premises and otherwise using Client software, hardware, or equipment, shall comply with all Client security and information technology policies and practices that are communicated or provided in writing to Avaap,. Avaap agrees and understands that a violation of any of these policies or rules will constitute a breach of the Agreement and will be sufficient grounds for termination of the Agreement by the Client.

Avaap may offer, install, implement or configure and integrate third-party products, including Resold Products, (meaning items such as, but not limited to, hardware, software and subscription services) as part of the Services. Title to any third-party software or subscription services technology, including Resold Products, will remain with the third party, and Client's rights in such software or subscription services are specified in the license agreement, subscription agreement or other contractual relationship between such third party and Client or as defined by the Reseller-Customer Agreement. Client acknowledges that Avaap is not the manufacturer, licensor or owner of the third-party products, including Resold Products, and that the only warranties offered are those of the third party, not Avaap. In purchasing, licensing or subscribing to third-party products, including Resold Products, Client relies on the third party's specifications and warranties only and not on any statements, images or other information that may be provided by Avaap, and Avaap shall have no liability whatsoever for third-party products or Resold Products, including, without limitation, any defects or non-conformity of such products. Client further agrees to review and comply with the third party's terms and restrictions regarding the use of its products, including, without limitation, any restrictions on exporting the third-party products outside of the United States.

The specifications for Service Deliverables shall be described in each SOW. In the event that Client notifies Avaap in writing of a breach of the Services Warranty within the Warranty Period, Avaap will perform a commercially reasonable re-work of the Service Deliverable not meeting specifications at no

additional charge within the Cure Period (as defined herein). "Cure Period" means a period of thirty (30) days from the date Avaap receives the notice from Client. In the event that Avaap is unable to reasonably remedy the breach within the Cure Period, Avaap shall refund to Client the amounts paid by Client for the applicable Service Deliverables which fail to conform to the Services Warranty. The remedies set forth herein are the sole remedies available to Client, except where the breach of warranty constitutes a material breach of this Agreement, then Client may elect to terminate this Agreement in accordance with the Section 19 (Term and Termination).

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE WITH RESPECT TO THE SERVICES AND SERVICE DELIVERABLES, AVAAP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, SERVICE DELIVERABLES, RESOLD PRODUCTS OR THIRD-PARTY PRODUCTS AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14. INDEMNIFICATION; LIMITATION OF LIABILITY

- 14.1.** Avaap shall defend, indemnify, hold harmless Client from and against all third-party claims, demands, liabilities, costs and/or expenses, including reasonable attorneys' fees, based on a claim that the Service Deliverables, as provided by Avaap, directly infringe any valid U.S. patent, copyright, trademark, or trade secret of a third party.

The foregoing indemnification obligation is conditioned on Client (i) notifying Avaap promptly in writing of such action, (ii) reasonably cooperating and assisting in such defense, and (iii) giving sole control of the defense and any related settlement negotiations to Avaap with the understanding that Avaap may not settle any claim in a manner that admits guilt or otherwise prejudices Client, without consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If a claim against Client is brought or, in Client's sole opinion, is likely to be brought, Avaap may, at its option and expense, (A) obtain the right for Client to continue using the Service Deliverable; (B) replace or modify the affected Service Deliverables so that they become non-infringing; or (C), upon notice to Client, terminate the applicable SOW or Client's use of the affected Service Deliverable and provide Client with a refund for the affected Service Deliverable.

The foregoing indemnification obligation does not apply to third-party products, including Resold Products, or with respect to portions or components of the Service Deliverables: (i) that are modified after delivery by Avaap by a party not authorized by Avaap; (ii) that are combined with other products, processes or materials not provided by Avaap where the alleged infringement arises out of such combination; (iii) that are used or distributed by Client outside of their intended purpose; (iv) to the extent that any such infringement claim is attributable to specifications furnished by Client; or (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

This Section 14.1 states Avaap's sole liability to Client and Client's exclusive remedy against Avaap for any infringement claim.

- 14.2. OTHER THAN FOR INDEMNIFICATION BY AVAAP FOR INFRINGEMENT AS PROVIDED ABOVE, OR FOR BODILY INJURY OR DIRECT DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY AVAAP'S GROSS NEGLIGENCE, WILLFUL OR RECKLESS MISCONDUCT, AND/OR FRAUD, AVAAP'S AND ITS**

SUBCONTRACTORS' AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES TO CLIENT HEREUNDER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO ACTUAL DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE VALUE OF THE APPLICABLE SOW FOR THE SERVICES OR THE RESELL FEES IN THE APPLICABLE RESELLER-CUSTOMER AGREEMENT UP TO THE TOTAL AMOUNT OF INSURANCE COVERAGE AVAILABLE TO SATISFY SUCH CLAIM UNDER AVAAP'S APPLICABLE INSURANCE POLICIES. THE PARTIES SHALL EACH USE REASONABLE EFFORTS TO MITIGATE THEIR DAMAGES. THESE LIMITATIONS ARE REASONABLE AND REPRESENT THE AGREED ALLOCATION OF RISK BY THE PARTIES. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT INCREASE THIS LIMITATION.

UNDER NO CIRCUMSTANCES SHALL AVAAP BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

15. Insurance. Avaap shall maintain, at all times during the term of this Agreement, the following insurance coverage:

15.1. Workers Compensation as required by law;

15.2. Commercial General Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate;

15.3. Automobile Liability: \$1,000,000 combined single limit;

15.4. Umbrella Liability: \$10,000,000 per occurrence, \$10,000,000 aggregate;

15.5. Technology E&O: \$10,000,000 aggregate; and

15.6. Cyber Liability: \$5,000,000 aggregate.

Failure to maintain the insurance requirements during the life of the Agreement is a Material Breach and may result in termination of the Agreement. At Agreement execution, Avaap shall furnish to Client properly executed certificates of insurance, which shall evidence all insurance required. The certificates of insurance shall be provided to the Risk Management Department (coi.submission@wilcotx.gov) .

"Williamson County" and its directors, officers and employees shall be named as additional insureds under the required policies. Such policies shall also include waivers of subrogation in favor of the Client.

16. Non-Solicitation. Client understands that Avaap Consultants are valuable and unique assets of Avaap. Unless otherwise mutually agreed to by the Parties in writing, Client shall not, directly hire, or solicit, any Avaap Consultant during the term of this Agreement, and for a period of twelve (12) consecutive months thereafter; provided, however, that such provision shall not be deemed to restrict Client from hiring any Avaap Consultant responding to a broad solicitation directed to the general public.

17. Force Majeure. Neither Party shall be in default of its obligations under this Agreement or liable to the other party for any noncompliance arising from causes beyond the reasonable control of the party, including, without limitation, acts of God, fires, floods, natural disasters, actions by governmental

authorities, communication failures and any other equipment or telecommunication problems. Each party shall use reasonable efforts to resolve promptly any type of excusable delay.

18. Governing Law and Dispute Resolution; Limitation of Action. This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Texas, without reference to choice of law principles. Subject to the dispute resolution contained in this Agreement, any action related to or arising out of this Agreement shall be brought in a court of competent jurisdiction situated in Williamson County, Texas, and each Party submits to personal jurisdiction in and waives any objection to venue in Williamson County, Texas. In the event of any such proceeding, the prevailing party shall be entitled to recover from the non-prevailing party (in addition to other relief to which it may be entitled) its reasonable attorneys' fees and costs incurred through final resolution. No action, regardless of form, arising under or relating to this Agreement, any SOW, any Reseller-Customer Agreement, or the Services provided by Avaap may be brought by Client more than one (1) year after the cause of action has accrued.

19. Term and Termination. This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter unless and until all Services are completed, expired or otherwise terminated, unless extended pursuant to a written agreement between the Parties.

19.1 Termination upon Material Breach. In the event of any material breach of this Agreement by either Party, the other Party may terminate this Agreement by giving thirty (30) days prior written notice thereof, provided however, that this Agreement shall not terminate at the end of said thirty (30) days' notice period if the Party in breach has cured the breach within such period. Failure of Client to fully pay any invoiced amount within sixty (60) days after the date of the invoice shall be deemed a breach of this Agreement and subject to right to cure.

19.2 Termination for Convenience. Either Party may terminate this Agreement upon providing written notice to the other party with 60 days advance written notice. Client will pay for all Services delivered, including approved expenses, within the notice period. Notwithstanding any provision to the contrary, if Client, in its reasonable discretion, determines that any Services requiring a monthly payment structure are unsatisfactory, Client may terminate the Services upon written notice to Avaap as provided above. In the event of termination of any Services requiring a monthly payment structure, the Client shall have no further obligation to pay any remaining monthly fees beyond the notice period. Client shall only be responsible for all monthly fees accrued and payable up to the date of termination and all authorized time and materials work performed and accepted by the Client prior to termination. Any termination that involves a Resold Product shall be subject to the terms of the Reseller-Customer Agreement, which shall control.

19.3 Automatically for Insolvency. This Agreement and all outstanding Statements of Work shall automatically terminate if either Party becomes insolvent, files a bankruptcy petition, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or ceases to conduct business.

19.4 Termination for Non-Appropriation. Client shall have the right to terminate this Agreement and all outstanding Statements of Work at the end of the Client's fiscal year if the governing body of the Client does not appropriate sufficient funds as determined by the Client's budget for the fiscal year in question. Client may affect such termination by giving Avaap written notice of termination at the end of its then-current fiscal year. Such termination for non-appropriation shall be without penalty or further

obligation to the Client. . Client shall give Avaap written notice thirty (30) days prior to effective date of such termination for non-appropriation.

20. Issue Resolution: Any issue that has an adverse impact on the quality and timeliness of work or the performance of either party shall be resolved using procedures described in this Section. As soon as an issue is recognized, it shall be communicated to the Client project sponsor and Avaap project account executive. The issue notification shall, at a minimum, contain the following information, if applicable:

20.1. Description of the issue

20.2. Its impact on scope, quality, and performance

20.3. Its impact on the SOW

20.4. Its impact on any Service Deliverables

20.5. Suggested resolutions

20.6. Time frame for issue resolution

20.7. Once an issue has been raised, Client project sponsor and Avaap project account executive shall use their good faith efforts to resolve such issue within two weeks. If Client project sponsor and Avaap project account executive are not able to resolve the issue, the next responsible person in the hierarchy of the two organizations shall be involved in order to resolve the issue.

21.Arbitration; Waiver of Jury Trial. If despite the Parties' good faith efforts, an issue is not resolved through the Issue Resolution procedure provided in this Agreement within thirty (30) days from the date the issue was raised, such issue and any other claim, dispute or controversy arising out of this Agreement shall be determined by arbitration in Williamson County, Texas. Any arbitration of any dispute shall be subject to the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association. The arbitration award shall be in writing and state the reasons thereof and shall be final and binding and enforceable by the prevailing party. To encourage the Parties to resolve disputes without resorting to arbitration, the prevailing party in any arbitration shall be awarded reasonable attorney fees. The obligation to arbitrate disputes hereunder shall not prevent either Party from seeking preliminary or other temporary relief reasonably necessary to protect its rights in advance of or during any arbitration proceedings.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

23. Use of Name. Avaap may not identify Client in Avaap's published list of customers and in its marketing materials, without the Client's prior written approval. If requested by Client, Avaap will follow guidelines prescribed by Client in using Client's name, trademarks, or logos, as applicable.

- 24. Severability.** In the event, any one or more of the provisions of this Agreement (or of any SOW or Reseller-Customer Agreement) is held invalid or otherwise unenforceable, it shall be replaced by an enforceable provision which most closely reflects the Parties' original intent and the enforceability of all the remaining provisions shall be unimpaired and remain in full force and effect.
- 25. Survival.** In the event of termination or expiration of this Agreement, those provisions which by their nature or effect are required or intended to be observed, kept or performed after termination including, without limitation, provisions related to payment, indemnification, and confidentiality will survive termination and remain binding upon the Parties.
- 26. Notices.** All notices required under this Agreement must be in writing and delivered via hand delivery, overnight commercial delivery service, or United States certified mail (return receipt requested). Notices shall be effective upon receipt and shall be sent to the attention of Avaap's Chief Executive Officer at the address below or on the applicable SOW (unless a different address has been designated by notice to the other Party in writing).

If to Avaap at:

Avaap U.S.A. LLC
1400 Goodale Blvd.
Suite 100
Columbus, OH 43212

With a copy to:

Avaap U.S.A. LLC
Attn: Legal Department
Email: Legal@avaap.com

If to Client at:

Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, TX 78626

- 27. Relationship of the Parties.** The relationship of the Parties is that of an independent contractor. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 28. Non-Exclusive Agreement.** Nothing in this Agreement shall be construed to limit or restrict Avaap from entering into similar arrangements or providing similar services to third parties.
- 29. Assignment.** This Agreement may not be assigned, transferred or delegated by either Party except with the other Party's prior written consent; provided, however, that the foregoing shall not apply to an assignment by Avaap to a subsidiary, parent, or any successor entity in the event that such Avaap shall change its corporate name, merge, or consolidate with another company or such third party acquires substantially all of Avaap's business or assets, so long as the all Parties agrees to be bound in writing to all the terms of this Agreement. Further, nothing contained herein shall preclude Avaap from using subcontractors to perform the Services hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 30. Section Headings.** The Section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof.

31. Entire Agreement; Amendment and Modification; Waiver; Counterparts; Electronic Signatures.

This Agreement together with the pertinent SOW(s) or Reseller-Customer Agreement, constitutes the entire agreement with respect to the subject matter hereof and supersedes all other oral or written representations, understandings, or agreements relating to the subject matter hereof.. In making its determination to proceed with an engagement under this Agreement, neither Party has relied on any representations of the other party except as expressly set forth in this Agreement or the pertinent SOW(s) or Reseller-Customer Agreement. Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by both Parties. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Waiver by either Party of any breach of any provision of this Agreement shall not be deemed a continuing waiver and shall not affect any subsequent breach of the same or different provisions of this Agreement. No failure or delay in enforcing this Agreement shall constitute a waiver of either Party's right to enforce this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

32. County's Right to Audit. Avaap agrees that Client 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 Avaap which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Avaap agrees that Client shall have access during normal working hours to all necessary Avaap facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Avaap reasonable advance notice of intended audits.

33. Governmental Liability: The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practices and Remedies Code, or other laws. The Parties expressly agree that, in the execution of this Agreement, the Client shall not be deemed to have waived any immunity or defense that would be otherwise available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

This Agreement may be executed and delivered via facsimile or electronic scan (PDF). The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature.

IN WITNESS WHEREOF, Avaap and Client have caused this Master Services Agreement to be executed and delivered by their respective duly authorized representatives as of the Effective Date.

Avaap U.S.A. LLC

By: Steve A Csuka
Name: Steve Csuka
Title: CEO
Date: 10/10/2025

Williamson County:

By: Steve Snell
Name: Steve Snell
Title: Williamson County Judge
Date: Oct 23, 2025

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Oct 13 2025 Time: 12:12 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 13 2025 Time: 12:41 pm

Agenda Item #34, CC 10.21.2025 Avaap MSA Final (Brenda)

Final Audit Report

2025-10-23

Created:	2025-10-20
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
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