

## **SMARTDOLLAR® MASTER SERVICES AGREEMENT**

This SmartDollar® Master Services Agreement (“Agreement”), effective on the date of County’s signature below (“Effective Date”) is between **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the state of Texas (“County”), located at 405 Martin Luther King Street, Georgetown, Texas 78626-4901, and **THE LAMPO GROUP, LLC d/b/a SMARTDOLLAR®**, a Tennessee limited liability company (“SmartDollar”), located at 1011 Reams Fleming Boulevard, Franklin, Tennessee 37064.

WHEREAS the SmartDollar® online financial wellness program (“Program”) is a digital financial wellness solution that is proven to help employees learn how to budget, save for emergencies, pay off their debt, and save for their future; and

WHEREAS County wishes to purchase the right to use the Program and On-on-One Coaching feature to make it available to its employees pursuant to the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

### **1. SmartDollar Program and One-On-One Coaching:**

**1.1 Provision of Program.** SmartDollar will provide access to its online financial wellness program (“SmartDollar® Program” or “Program”) to those of County’s employees who County has deemed eligible (“Eligible Employees”). Said access and use shall be subject to the terms outlined herein. The specific features of the Program are subject to change from time to time, in SmartDollar’s sole discretion.

**1.2 Use of Program.** County’s Eligible Employees shall have the right to access and use the Program beginning on the Contract Start Date and through midnight on the Contract End Date. However, if prior to the Contract Start Date, County is given access the Program or any additional paid feature of the Program, such as One-on-One Coaching, or if access is permitted or continues after the Contract End Date, the terms and conditions of this Agreement shall apply or continue to apply to County’s access and use.

**1.3** The parties agree that any delay on County’s part in launching the Program on the Contract Start Date shall not operate to extend the Contract End Date. County acknowledges and agrees that the SmartDollar Terms of Service (“TOS”) located at <https://policies.ramseysolutions.net/terms-of-service/smartdollar> apply to Eligible Employees’ use of the Program and any additional features County may purchase and that Eligible Employee consent thereto is required upon Program enrollment. Upon expiration or termination of this Agreement, whichever first occurs, County and its Eligible Employees’ right to access and use the Program are automatically revoked and terminated, including the right of Eligible Employees to complete any unfinished sessions.

**1.4 Provision of One-On-One Coaching:** SmartDollar shall provide County with the SmartDollar Program and the One-On-One Coaching feature for County’s Eligible Employees in accord with the provisions set forth below.

- 1.4.1** County’s payment of the fees for SmartDollar and One-on-One Coaching in accord with the terms herein entitles County’s Eligible Employees to engage in One-on-One Coaching Sessions (“Sessions”) with SmartDollar Coaches until the number of Sessions County has purchased has been exhausted or until the end of the Term or any renewal term, whichever occurs first. County may purchase additional Sessions at any time during the Term.
- 1.4.2** Eligible Employees schedule Sessions through the SmartDollar Coaching Session Portal (“Portal”). A single Session may have a duration of between fifteen (15) minutes up to a maximum of fifty (50) minutes. The Eligible Employee determines the duration of the Session.

- 1.4.3 Sessions are deemed used when the Eligible Employee schedules the Session through the Portal. If the Eligible Employee fails to attend the Session or cancels the Session with less than twenty-four (24) hours' notice, the Session is nonetheless deemed used and will be deducted from the number of Sessions purchased.
- 1.4.4 If County has a balance of unused Sessions at the end of County's Term, those unused Sessions will roll over into County's renewal term of the Agreement. County shall not receive a refund for any unused Sessions if County does not renew.
- 1.4.5 An Eligible Employees is paired with a SmartDollar Coach who is available during the time the Eligible Employee selects in the Portal. Eligible Employees are not entitled to have a Session with any specific SmartDollar Coach and are prohibited from contacting SmartDollar Coaches outside of the SmartDollar Program. Eligible Employees who engage in more than one Coaching Session, as a matter of convenience for the Eligible Employee, have the option of using the same SmartDollar Coach they used in a previous Session, but they shall have the option to use a different Coach in subsequent Sessions if they so choose.

## 2. **Fees and Payment:**

- 2.1 County shall pay SmartDollar the Annual Fee each year for the next three (3) years.
- 2.2 If during the second or third years of the Term, County's Eligible Employee Population increases to a population tier of 2,000 or more, County's Annual Fee will be adjusted for that tier.
- 2.3 For the first year of the Term of this Agreement, County shall pay the Annual Fee on or before the Annual Fee Due Date. Thereafter, County will be invoiced annually, with the Annual Fee for years two (2) and three (3) of the Term being due on the date stated on each respective invoice.

Contract Start Date	Contract End Date	\$5,000 Eligibility Fee	Eligible Employee Population	Free Coaching Sessions	Fee Per Additional Coaching Session	Annual Fee (Includes annual 10% discount)	Annual Fee Due Date
January 1, 2025	December 31, 2027	Waived	1,950	90	\$67.00	\$35,907.30	January 30, 2025

2.4 SmartDollar is not required to commence delivery of Program access until payment is received. Payment may be made by check, ACH, or Wire. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. For purposes of said Code, performance of the service is deemed complete upon granting access to the Program. 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.

2.5 **Taxes:** SmartDollar's pricing does not include sales, use, value-added, withholding, or other taxes and duties. SmartDollar will invoice County for applicable taxes and duties unless County provides SmartDollar satisfactory evidence of an applicable tax exemption (including evidence of renewal, if applicable). County will promptly pay all properly invoiced taxes and duties (except for taxes on SmartDollar's net income).

2.6 **Speaking Engagements and Site Visits:** SmartDollar can produce, with no less than 100 days' notice, speaking engagements or events featuring nationally acclaimed Ramsey Personalities™ or members of the SmartDollar team for keynotes, other live events, or site visits. Such engagements and site visits are subject to speaker or team member availability and will be

for an additional fee pursuant to a separate contract between SmartDollar and County. SmartDollar shall commit to one (1) SmartDollar team member attending County's annual benefits fair at no additional cost.

### 3. **Term, Termination, and Suspension:**

3.1 The three (3) year Term of this Agreement shall begin on the Contract Start Date and shall continue until midnight on the Contract End Date (the "Term"). Term shall automatically renew for two (2) one (1) year renewals. Either party may terminate this Agreement for a material breach which is not cured within thirty (30) days of the non-breaching party's issuance of written notice of such breach.

3.2 **Non-Appropriation and Fiscal Funding.** The parties understand and agree that the County is a political subdivision of the State of Texas. All payments made by County under this Agreement shall be made from current revenues available to County at each fiscal year. It is expressly understood and agreed that the County shall have the right to terminate this Agreement at the end of the 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 affect such termination by giving SmartDollar written notice of termination at the end of its then-current fiscal year. Notwithstanding any other provision of this Agreement, such termination shall not constitute a default of this Agreement and shall be without penalty or further obligation to County.

3.3 **Suspension:** SmartDollar may suspend providing the Program or any related service or feature if (a) County fails to pay within ten (10) days after SmartDollar gives notice of any overdue amount that is more than thirty (30) days past due or (b) SmartDollar believes such suspension is necessary to comply with any applicable law or order of any governmental authority.

### 4. **Intellectual Property:**

4.1 This Agreement is in no way intended to transfer any ownership rights in or to any intellectual property, whether trademark, copyright, trade secret, or other proprietary information of SmartDollar. All rights not expressly granted are hereby reserved. County shall not and is not entitled to alter or modify the Program. Any use or license to any SmartDollar intellectual property or the Program is strictly for the fulfillment of the obligations of this Agreement and shall immediately terminate upon expiration or termination hereof. SmartDollar may, from time to time, seek the input of County or its employees, or both, when considering and testing improvements and enhancements to the Program (collectively, "Improvements"). County hereby authorizes SmartDollar to seek such input on Improvements from County and employees through any lawful means including through the administration of the Program, within the SmartDollar website, or within the EveryDollar® application. All feedback, statements, suggestions, or ideas given to SmartDollar by County and its employees may be used to develop new or enhance existing SmartDollar products or services (including the Program) and will be owned solely and exclusively by SmartDollar. Nothing herein shall require SmartDollar to implement any Improvement it may be testing with County and/or County's employees.

4.2 Notwithstanding anything to the contrary herein, during the Term, SmartDollar shall have the limited right to display County's name on its website and other marketing materials solely for the purpose of identifying County as a customer of SmartDollar. Accordingly, County grants SmartDollar a limited license in County's approved marks and logos for the foregoing limited purpose. All rights not expressly granted are reserved by County.

5. **Confidentiality and Security:** The parties acknowledge that to fulfill their respective performance obligations under this Agreement ("Purpose"), the parties may be required to disclose Confidential Information (as defined below). The parties agree to use commercially reasonable efforts to maintain the confidentiality and security of the other's Confidential Information and to use the same only for the Purpose, unless otherwise mutually agreed upon in writing.

5.1 "Confidential Information" (or "CI") means any information supplied by one party of this Agreement ("Discloser") to the other party ("Recipient"), whether orally or in tangible medium, that pertains to the following: (a) the Discloser's proprietary technology or computer software in all versions and forms of expression, regardless of whether such is under patent or registered copyright, or under a pending application therefor, or forms the basis for a patentable invention, or is held as a trade secret (collectively, the "Proprietary Technology"); (b) the Discloser's manuals, notebooks, documentation, recorded data, technical information, pictures, illustrations, codes, formulas, or know-how related to any of its Proprietary Technology; (c) the Discloser's

customers, Countys, or employees, and their personally identifiable information or personal financial information, and/or (d) other non-public information, including, without limitation, creative works in progress, information regarding proposed product developments, , financial data, marketing data, business methods, or business plans.

Confidential Information shall not include any information which (i) is publicly known through no action or inaction of the receiving party; (ii) was already in the possession of the receiving party at the time of disclosure without an obligation of confidentiality, direct or indirect, to the disclosing party; (iii) is obtained by the receiving party from an independent third party without a breach of such third party's obligations of confidentiality; or (iv) is independently developed by the receiving party without use of or reference to materials provided by the disclosing party.

5.2 Except as expressly permitted by this Agreement, the Recipient may not (a) disclose the Discloser's Confidential Information except (i) to the Recipient's employees or contractors who have a need to know and are bound by confidentiality terms at least as restrictive as those contained in this Agreement, or (ii) to the extent required by law, but only after giving prompt notice of the required disclosure to the Discloser; neither may the Recipient (b) use the Discloser's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this Agreement, or (ii) in the case of SmartDollar as the Recipient, develop new or improve existing products or services.

5.3 All right, title, and interest to Confidential Information remains with the Discloser. Except as is necessary to perform the services hereunder, no obligation to provide any Confidential Information is created.

5.4 This Agreement does not obligate or limit a Recipient with regard to any of the following types of Confidential Information: (a) CI that was in Recipient's possession before receipt from Discloser; (b) CI that is or becomes a matter of general public knowledge through no fault of Recipient; (c) CI that is rightfully received by Recipient from another source, so long as the source was not then subject to a prohibition against disclosing the CI to Recipient; (d) CI that is expressly disclosed by Discloser without an obligation of nondisclosure; or (e) CI that is independently developed by Recipient other than through the disclosure of the CI.

5.5 The parties acknowledge that SmartDollar may from time to time collect or compile statistical data derived from Eligible Employees' access and use of the Program for SmartDollar's own lawful purposes, for reporting purposes to County, and/or as provided for in the TOS. The parties agree that such data shall not be deemed Confidential Information if the same is in a de-identified or anonymized aggregated state when used in such fashion.

5.6 **Equitable Relief:** An actual or threatened disclosure of Confidential Information in violation of this Agreement may cause immediate irreparable harm without adequate remedy at law. If a party breaches or threatens to breach its obligations with regard to Confidential Information, then the other party may seek equitable relief to stop or prevent the breach. The party seeking relief is not required to post a bond or other security or prove the inadequacy of other available remedies. This "Equitable Relief" section does not limit any other remedy available to either party.

5.7 **Public Information:** Notwithstanding the foregoing, SmartDollar understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

6. **Relationship:** Nothing contained herein shall be construed as creating a partnership, joint venture, employment, or agency relationship between the parties other than that of independent contracting parties.

## 7. **Warranties:**

7.1 Each party hereto warrants as follows: (a) the party has full power and authority to execute and enter this Agreement; (b) the party will comply with applicable laws and regulations; and (c) entering this Agreement does not violate any agreement the party may have in place with any third-party.

7.2 County acknowledges the following: (a) SmartDollar is not a retirement plan fiduciary and offers no professional opinion or advice regarding legal, tax, investing, or other matters, including methods of payment for the Program; and (b) County should seek and rely upon its counsel for fiduciary decisions, including whether to utilize plan assets for the purchase of a SmartDollar subscription.

7.3 SmartDollar warrants that the Program will comply, in all material respects, with any specifications provided by SmartDollar to County or its Eligible Employees. SmartDollar further warrants that the Program has been tested using commercially reasonable and industry-appropriate means to ensure that the Program at the time of delivery is free from any viruses, worms, disabling programming codes, back-doors instructions or other such items that may threaten, infect, damage, disable, or otherwise interfere with or grant access to County's system or network ("System Damage").

7.4 COUNTY'S ONLY REMEDY FOR SMARTDOLLAR'S BREACH OF ANY WARRANTY (EXCLUDING THAT WARRANTY SET FORTH IN SECTION 7.3 REGARDING "SYSTEM DAMAGE") WILL BE THE REPAIR, REPLACEMENT, OR RE-PERFORMANCE BY SMARTDOLLAR OF THE NONCONFORMING PRODUCT OR SERVICE. IF SMARTDOLLAR FAILS TO DELIVER THIS REMEDY, THEN COUNTY MAY PURSUE ANY OTHER REMEDY PERMITTED UNDER THIS AGREEMENT.

7.5 EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SMARTDOLLAR MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES CONCERNING THE PROGRAM. SMARTDOLLAR DISCLAIMS, FOR ITSELF, ITS AFFILIATES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROGRAM, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES CONCERNING INFRINGEMENT, TITLE, CONDITION OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTIES THAT THE PROGRAM WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. SMARTDOLLAR DOES NOT WARRANT THAT THE PROGRAM WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET COUNTY'S REQUIREMENTS. SMARTDOLLAR IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.

7.6 Unless otherwise agreed to in writing by authorized personnel of the parties, County represents and warrants that it will do as follows: (a) offer the Program to Eligible Employees that are employed in the United States only; (b) with respect to the Program, neither engage in the transmission or processing of Eligible Employee information across national borders, nor provide SmartDollar any Protected Health Information (PHI) as is defined by the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), nor provide SmartDollar any information that would require SmartDollar to be compliant with (i) the Payment Card Industry Data Security Standards (PCI DSS) or (ii) EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced, or superseded from time to time, including by the GDPR (i.e., EU General Data Protection Regulation 2016/679) and laws implementing or supplementing the GDPR.

8. **Limitation of Liability:** Neither party shall be liable to the other or any third-party for any special, consequential, incidental, punitive, or indirect damages, including but not limited to lost profits, lost royalties, goodwill, or cost of procurement of substitute goods or services, arising from or relating to any claim relating to this Agreement, whether such claim is based in contract, tort, or otherwise, even if the party has been advised of, or otherwise might have anticipated the possibility of, any such loss or damage. SmartDollar's liability to County for all claims arising out of the Agreement (except for breach of warranty claims regarding System Damage), whether in contract, tort, or otherwise, will not exceed the amount paid by County to SmartDollar during the twelve (12) month period immediately preceding the date of the claim. SmartDollar's liability to County for breach of warranty claims for System Damage shall be limited to actual damages.


9. **Force Majeure:** SmartDollar shall not be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications, pandemics, epidemics, or natural disasters, provided Ramsey takes reasonable efforts to minimize the effect of such acts or events.

10. **Governing Law:** This Agreement, including any incorporated attachments, as well as any amendments to the Agreement, shall be governed by the laws of the State of Texas. The exclusive venue for any dispute arising from this Agreement or the Program shall be in the state and federal courts having jurisdiction over Williamson County, Texas. Neither the Uniform Commercial Code, nor any version thereof adopted by any state, shall apply to this Agreement. The parties must commence any action relating to this Agreement, other than collection of outstanding payments, within one (1) year of the date upon which the cause of action accrued.

11. **Miscellaneous:** No right or obligation under this Agreement may be assigned or transferred without the prior written consent of the other party. This Agreement, and any incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party. If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction, such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement.

12. **No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

13. **Right to Audit:** SmartDollar 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 SmartDollar which are directly pertinent to providing the Program to County under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SmartDollar agrees that the County shall have access during normal working hours to all necessary SmartDollar 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 SmartDollar reasonable, but in no case less than ten (10) business days, advance written notice of intended audits.

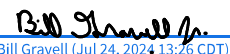
THE LAMPO GROUP, LLC  
d/b/a SMARTDOLLAR®  
DocuSigned by:  
  
D0392DDC68C44BA...  
Cliff Neeley  
Senior Vice President  
SmartDollar®  
Date: 7/16/2024 | 2:13 PM PDT

SmartDollar Payment Instructions

Make checks payable to:  
  
SmartDollar  
1011 Reams Fleming Boulevard  
Franklin, Tennessee 37064  
615-614-4647

*Payment questions? Call your account executive, relationship manager, or the phone number above.*

Approved as to Legal Form  
JACQUELINE LENTZ  
General Counsel, Commissioners Court  
Date: Jul 17 2024 Time: 11:57 am

WILLIAMSON COUNTY, TEXAS  
  
  
Signature: Bill Gravell (Jul 24, 2024 13:26 CDT)  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

County Accounts Payable Contact Information

Contact Name \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

Reviewed by Contract Audit  
SARA GREER, CGAP  
Contract Auditor  
Williamson County Auditor's Office  
Date: Jul 17 2024 Time: 12:05 pm