AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 03.03.25

Meeting Date: 03.10.25

Submitted By: Lance Anderson

Department: Purchasing

Signature of Elected Official/Department Head:

Court Decision:
This section to be completed by County Judge's Office

Johnson County Commissioners Court — ★ APPROVED ★

3-10-2025

Description:

Consideration for approval with authorization for County Judge to sign contract with GovOs for Real Property and Vital Statistics, software used by the County Clerk to manage, maintain and make available to the public real property records and to provide property alerts.

(May attach additional sheets if necessary)

Person to Present: Lance Anderson

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

☐ Action Item ☑ Consent ☐ Workshop ☐ Executive ☐ Other _____

Check All Departments That Have Been Notified:

☑ County Attorney ☑ IT ☑ Purchasing ☐ Auditor

☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) County Clerk

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

Cloud Records Renewal

Johnson County Clerk, TX

Prepared for:

April Long

Johnson County Clerk, TX
P.O. Box 662,
Cleburne, Texas, 76033

Pricing Summary

Name	QTY	Price
Cloud - Land Records Management GO-PR-CR-SW-CLLR-SB	1	$52,635.00
Property Alert GO-PR-CS-SW-CLPA-SB	1	$3,000.00

Year One Annual Contract Value: $55,635.00

Name	QTY	Price
Cloud - Land Records Management GO-PR-CR-SW-CLLR-SB	1	$57,899.00
Property Alert GO-PR-CS-SW-CLPA-SB	1	$3,000.00

Year Two Annual Contract Value: $60,899.00

Name	QTY	Price
Cloud - Land Records Management GO-PR-CR-SW-CLLR-SB	1	$63,688.00
Property Alert GO-PR-CS-SW-CLPA-SB	1	$3,000.00

Year Three Annual Contract Value: $66,688.00

Additional Comments:

Internet User Fees Revenue Share: Third-party users of GovOS's CloudSearch solution (which, for the sake of clarity, does not include Customer's internal users) will be charged a per transaction fee in order to obtain a copy of a record

(the "***Third Party Fees***"). Customer shall receive 50% of the Third Party Fees within thirty (30) days following GovOS's determination thereof in the ordinary course of business.]

Proposal Terms

General Information

Expiration of Proposal:	Without acceptance of this proposal (this **"Proposal"**), pricing provided herein is good until 2025-02-15. After said date, if not accepted, this Proposal shall be void.
Defined Terms:	• **"Agreement"** means the Existing Contract, amendments thereto, and the TOU (if applicable related to New Services). • **"Customer"** means the "Customer" identified below. • **"Effective Date"** means the date this Proposal is signed by Customer. • **"Existing Contract"** means the "Master Contract" described below. • **"Existing Services"** means Services provided pursuant to the Existing Contract, which Services are described on the Pricing Summary page. • **"New Services"** means the Additional Solutions described below (if any), which Services are provided to Customer subject to the TOU. • **"Predecessor"** means GovOS's predecessor-in-interest that is a party to the Existing Contract. • **"Services"** means the Existing Services and New Services (if applicable). • **"Term"** shall mean the term that the Existing Services and/or New Services (as applicable) shall be provided to Customer hereunder. • **"TOU"** means GovOS's standard terms of use, which are attached hereto.

Customer Information

Organization Name	Johnson County Clerk, TX
Primary Address	P.O. Box 662 Cleburne, Texas, 76033
Primary Contact Name	April Long
Primary Contact Email	along@johnsoncountytx.org

Existing Contract Information

Title of Master Contract:	The title of the Existing Contract or Proposal # is: AGREEMENT FOR VANGUARD RECORDS MANAGEMENT & IMAGING SYSTEM (ANNUAL SUPPORT & MAINTENANCE PACKAGE). *If the Existing Contract references GovOS's standard terms of use, then for purposes of this Agreement such terms of use are replaced by the TOU. Additionally, if the Existing Contract does not provide terms associated with the use of the Services, then the TOU shall apply.
Effective Date of Master Contract:	2020-01-27
Expiration Date of Master Contract:	2025-01-26 (the "*Expiration Date*")
Original Parties (if applicable):	Kofile Technologies, Inc. * If GovOS is not an original party to the Existing Contract the Customer hereby consents to the assignment of the Existing Agreement from its Predecessor to GovOS and GovOS hereby assumes all rights and obligations of the Predecessor under the Existing Agreement.
Cooperative Purchasing Contract Description:	N/A. If provided, this Proposal incorporates the terms of such cooperative purchasing contract.

Amendment(s) to Existing Contract

[Yes] Automatic Renewal:	Following the initial term, the Agreement will automatically renew for additional one-year periods unless earlier terminated pursuant to the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. GovOS shall send a renewal notice to Customer between twenty-five (25) and forty (40) days prior to the expiration of the Term.
Contract Extension Period:	Number of Month(s): 36 Beginning the day following the "Expiration Date" indicated above (the "**Extension Period**"). For the sake of providing clarity, the Extension Period will end on 2028-01-31.

Hardware:	If, prior to the Effective Date (indicated above), GovOS or its Predecessor provided hardware and/or maintenance services associated with the same to Customer, then following the Effective Date Customer will be solely responsible to maintain an adequate technical environment to utilize the Services including providing and maintaining any necessary hardware and equipment to meet the Services' requirements. Upon request, GovOS will identify hardware requirements and recommend hardware and equipment that meets Services requirements. Additionally, GovOS hereby conveys to Customer title and ownership "as is" and "where is" to any and all hardware and equipment previously provided to Customer under the Existing Agreement. GovOs makes no representations and disclaims any and all warranties with respect to such hardware or equipment.

Financial Terms

Fees:	Fees for the Services during the Term shall be at the rates indicated on the Pricing Summary page (the "**Fees**") and are non-refundable once paid.
Payment Terms:	• Fees for the Services provided during initial Term (not including the Fees described below) are due upon acceptance of this Proposal. Unless otherwise indicated on the Pricing Summary page, annual Fees shall be invoiced and pre-paid prior to each anniversary of the Expiration Date. • Per transaction/document/image Fees are invoiced on a monthly basis. • Implementation Fees will be billed upon completion and delivery of the associated Services. All invoices are due net thirty (30) days of the invoice date, subject to prompt payment laws applicable to transactions with Customer. If there is a conflict between these payment terms and applicable law, then these payment terms will conform with such laws.
Annual Fee Increase:	Unless otherwise indicated in the table of Fees above (e.g. Fees being provided by year of the Term), on each anniversary date of the Agreement, the Fees will be increased by up to 10% based on the prior year's Fees.
Late Payments:	Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.
Collection Costs; Suspension of Services:	Customer shall reimburse GovOS for all reasonable costs incurred by GovOS in collecting any late payments or interest, including attorney fees, court costs, and collection agency fees; and if such failure continues for thirty (30) days or more, GovOS may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
Reinstatement Fee:	If the Agreement lapses and Customer and GovOS agree to reinstate the Agreement, such reinstatement will be subject to a "***Reinstatement Fee***." The Reinstatement Fee shall be calculated as follows: (1) on the day after the Term ends, a Reinstatement Fee of 5% of the annualized value of the Fees will be applied. An additional 5% of the annual value of the Fees will be applied every month thereafter until the Term is extended and/or the Agreement is formally renewed, until the cumulative Reinstatement Fee reaches 50% of annualized Fees, at which point it will be capped.

Miscellaneous Terms

Piggyback:	During the term of this Proposal, including any renewal terms: (1) other public corporations, entities, or agencies directly affiliated with Customer (each, a "**Piggyback Entity**") may request to piggyback on this Proposal to acquire solutions or services offered hereunder on the same terms and conditions set forth in this Proposal; and/or (2) Customer may acquire additional solutions or services offered by GovOS on the same terms and conditions set forth in this Proposal, other than pricing terms, which shall be negotiated in good faith by the parties hereto. If GovOS receives a request to piggyback on this Proposal, GovOS must provide written notice of the request to Customer within five (5) business days of receipt. If GovOS accepts, and Customer approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between GovOS and such Piggyback Entity. Customer shall have no obligation or liability to GovOS, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.
Modification of Incorporated Documents:	GovOS reserves the right from time to time to modify the TOU and SLA; however, this Proposal will remain governed by the TOU and SLA in effect as of the Effective Date.
Conflicting Terms:	In the event a provision contained in the TOU and/or SLA conflicts with the terms of the Existing Contract then the Existing Contract shall control. If there is a conflict between this Proposal and the Exisiting Contract, then this Proposal shall control.
Purchasing Agent Information:	If a Purchasing Agent is being utilized, insert the Purchasing Agent's name here or insert "n/a" if this Section is not applicable: N/A. By signing below, Customer (or Purchasing Agent as Customer's agent, if applicable) and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA. Additionally, if Customer is utilizing a Purchasing Agent, then Purchasing Agent agrees to the following: (1) Purchasing Agent shall include "Coverage Terms" or "Subscription Dates" in each line item's material description in its purchase orders; and (2) Purchasing Agent agrees to timely pay all fees specified herein on behalf of Customer.

Billing Details

Billing Contact Name	Maranda Layland
Billing Contact Email	itinvoices@johnsoncountytx.org
Billing Contact Phone	817-556-6323 ext. 3413

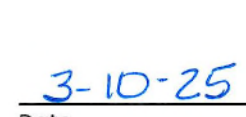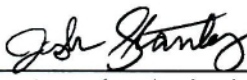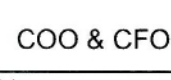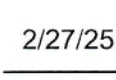|	
Invoice Delivery Method	Email/Electronic
Preferred Payment Method	Check
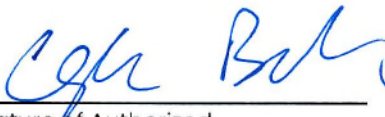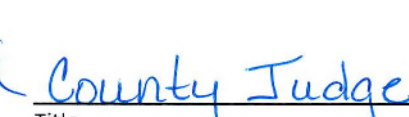
Proposal Acceptance

Proposal #:   0061P00000bbI11QAE

By signing below, Customer and GovOS accept this Proposal and agree that it shall be subject to the TOU and SLA.

Customer Signature

County Judge   3-10-25

Signature of Authorized   Title   Date
Representative

GovOS Signature

COO & CFO   2/27/25

Signature of Authorized GovOS Title   Date
Representative

TERMS OF USE

These Terms of Use (the "**TOU**") are agreed upon as of the effective date of the Proposal (the "**Effective Date**"). For purposes of the TOU, Customer and GovOS each will be referred to individually as a "**Party**" and together as the "**Parties**." For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS.

   (a) "**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

   (b) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by GovOS in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

   (c) "**Agreement**" means the TOU, the Proposal, any documents (including URLs) incorporated herein by reference, and any written amendments signed by the Parties.

   (d) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the Services has been purchased pursuant to the Agreement.

   (e) "**Customer**" means the customer identified in the Proposal.

   (f) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

   (g) "**Documentation**" means GovOS's user manuals, handbooks, and guides relating to the Services provided by GovOS to Customer either electronically or in hard copy form, and end user documentation relating to the Services.

   (h) "**GovOS**" means GovOS, Inc., a Delaware corporation, with offices located at 8310 N Capital of Texas Hwy., Building 2, Suite 250, Austin, TX 78731.

   (i) "**GovOS IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, GovOS IP includes Aggregated Statistics and any information, data, or other content derived from GovOS's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

   (j) "**Process**" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display,

disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. "**Processing**" and "**Processed**" have correlative meanings.

(k) "**Proposal**" means a proposal (or similar such document) presented by GovOS and accepted by Customer that sets out the commercial terms and is executed by the Parties, or otherwise accepted as provided Section 12 hereof.

(l) "**Services**" means the software-as-a-service offering(s) and other services to be rendered by GovOS as described in a Proposal.

(m) "**Service Levels**" means the service levels identified in the Service Level and Support Services Agreement attached hereto (the "**SLA**").

(n) "**Third-Party Products**" means any third-party products described in a Proposal provided with or incorporated into the Services.

2. ACCESS AND USE.

(a) **Provision of Access**. Subject to and conditioned on Customer's payment of Fees (defined in Section 6 below) and compliance with all other terms and conditions of the Agreement, GovOS hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(f)) right to access and use the Services during the Term (defined in Section 11), solely for use by Authorized Users in accordance with the terms and conditions of the Agreement. Such use is limited to Customer's internal use. GovOS shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Proposal, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable pursuant to the Agreement.

(b) **Documentation License**. Subject to the terms and conditions contained in the Agreement, GovOS hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(f)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) **Use Restrictions**. Customer shall not use the Services for any purposes beyond the scope of the access granted in the Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) **Reservation of Rights**. GovOS reserves all rights not expressly granted to Customer in the Agreement. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to the GovOS IP.

(e) **Suspension**. Notwithstanding anything to the contrary in the Agreement, GovOS may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) GovOS reasonably determines that (A) there is a threat or attack on any of the GovOS IP; (B) Customer's or any Authorized User's use of the GovOS IP disrupts or poses a security risk to the GovOS IP or to any other customer or vendor of GovOS; (C) Customer, or any Authorized User, is using the GovOS IP for fraudulent or illegal activities; or (D) GovOS's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of GovOS has suspended or terminated GovOS's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 6(a)(ii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). GovOS shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. GovOS shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. GovOS will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics**. Notwithstanding anything to the contrary in the Agreement, GovOS may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between GovOS and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by GovOS. Customer acknowledges that GovOS may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that GovOS may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. CUSTOMER RESPONSIBILITIES.

(a) **General**. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) **Third-Party Products**. GovOS may from time to time make Third-Party Products available to Customer. For purposes of the Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions referred to in the Proposal. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

(c) **Customer Administration of the Services**. GovOS's responsibilities do not extend to internal management or administration of the Services. In addition to those obligations contained in Section 5(c) hereof, Customer is responsible for: (i) managing access to Authorized User accounts; and (ii) ensuring that Authorized Users' use of the Services complies with the Agreement.

(d) **Compliance**. Customer is responsible for use of the Services and will comply with laws and regulations applicable to Customer's use of the Services, if any.

(e) **Unauthorized Use & Access**. Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify GovOS of any unauthorized use of or access to the Services.

4. SERVICE LEVELS & SUPPORT.

(a) **Service Levels**. Subject to the terms and conditions of the Agreement, GovOS shall use commercially reasonable efforts to make the Services available in accordance with the Service Levels.

(b) **Support**. The access rights granted pursuant to the Agreement entitle Customer to the support services described in the SLA during the Term.

(c) **Third-Party Hosting**. Customer acknowledges that the Services are hosted on an enterprise-level third-party platform (e.g. Microsoft Azure, Amazon Web Services) (a "**Platform**"). Each Platform shall have terms of use regarding availability, data privacy, Processing and security terms, and upon request, GovOS shall direct Customer to such terms of use. Notwithstanding anything to the contrary contained in the Agreement, GovOS does not guarantee a Platform's availability, privacy and security terms, nor can GovOS grant any additional terms related to the use of the Platform in excess of what are offered by the Platform.

5. SECURITY.

(a) **Information Security**. GovOS will employ commercially reasonable security measures related to the Services in accordance with GovOS's data privacy and security policy, a copy of which shall be provided to Customer upon request.

(b) **Data Breach Procedures**. GovOS maintains a commercially reasonable data breach plan and shall implement the procedures required under such data breach plan on the occurrence of a data breach. A copy of GovOS's current data breach plan shall be provided to Customer upon request.

(c) **Customer Control and Responsibility**. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and GovOS IP directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(d) **Access and Security**. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized

access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

6. FEES AND PAYMENT.

(a) **Fees**. Customer shall pay GovOS the fees ("**Fees**") as set forth in the Proposal without offset or deduction.

(b) **Expenses**. For any on-site services requested by Licensee, Licensee shall reimburse GovOS for actual, reasonable travel and out-of-pocket pre-approved expenses incurred.

(c) **Taxes**. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer pursuant to the Agreement, other than any taxes imposed on GovOS's income.

(d) **Fiscal Funding Out**. In the event no funds or insufficient funds are appropriated by Customer in any fiscal period for any payments due pursuant to the Agreement, Customer will notify GovOS of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer of any kind whatsoever, except as to the portions of the payments owed pursuant to the Agreement for which funds have been appropriated.

(e) **Auditing Rights and Required Records**. Either Party may, at its own expense, on reasonable prior notice, periodically inspect and audit the other Party's records with respect to matters covered by the Agreement, provided that if such inspection and audit reveals that Customer has underpaid GovOS with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment. Such inspection and auditing rights will extend throughout the Term and for a period of two (2) years after the termination or expiration of the Term.

7. CONFIDENTIAL INFORMATION; OPEN GOVERNMENT LAWS; DISCLOSURE OF CONFLICTS.

(a) **Confidentiality**. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "*confidential*" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a

reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under the Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) **Applicability of Open Government Laws**. GovOS understands that Customer is required to comply with State and/or Federal open records/government laws and/or regulations (whether one or more, referred to herein as "**Open Government Laws**"), and, unless exempted, Customer is obligated to provide duly kept public records upon request. Therefore, nothing in the Agreement shall be construed as restricting Customer's compliance with Open Government Laws; however, in the event Customer receives a request to produce GovOS-related documents pursuant to an Open Government Law, Customer shall provide GovOS with written notice of such request and permit it an opportunity to timely provide a response and/or seek an injunction preventing such disclosure.

(c) **Disclosure of Conflicts**. GovOS hereby warrants to Customer that GovOS has made full disclosure in writing of any existing or potential conflicts of interest related to provision of the Services. In the event that any conflicts of interest arise during the Term, GovOS hereby agrees immediately to make full disclosure to Customer in writing.

8.   INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK.

(a) **GovOS IP**. Customer acknowledges that, as between Customer and GovOS, GovOS owns all right, title, and interest, including all intellectual property rights, in and to the GovOS IP and, with respect to Third-Party Products, the applicable third-party licensors own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) **Customer Data**. GovOS acknowledges that, as between GovOS and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to GovOS a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for GovOS to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) **Feedback**. If Customer or any of its employees or contractors sends or transmits any communications or materials to GovOS by mail, email, telephone, or otherwise, suggesting or recommending changes to the GovOS IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), GovOS is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to GovOS on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and GovOS is

free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although GovOS is not required to use any Feedback.

9.   LIMITED WARRANTY & WARRANTY DISCLAIMER.

(a) GovOS warrants that the Services will conform in all material respects to the Service Levels when accessed and used in accordance with the Documentation. GovOS does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in the Service Levels. The remedies associated with the Service Levels are Customer's sole remedies and GovOS's sole liability under the limited warranty set forth in this Section 9(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND GOVOS STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE GOVOS IP IS PROVIDED "AS IS" AND GOVOS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GOVOS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), GOVOS MAKES NO WARRANTY OF ANY KIND THAT THE GOVOS IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. INSURANCE; INDEMNIFICATION.

(a) **GovOS Insurance**. GovOS shall have, and shall require all subcontractors providing services under the Agreement (if any) to have, insurance meeting the requirements set forth in the Proposal, and as reasonably sufficient to cover the needs of GovOS pursuant to applicable generally accepted business standards.

(b) **GovOS Indemnification**.

(i)   GovOS shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorney fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with the Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies GovOS in writing of such Third-Party Claim, cooperates with GovOS, and allows GovOS sole authority to control the defense and settlement of such Third-Party Claim.

(ii)   If a Third Party-Claim is made or appears possible, Customer agrees to permit GovOS, at GovOS's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If GovOS determines that neither alternative is reasonably available, GovOS may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 10(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by GovOS or authorized by GovOS in writing; (B) modifications to the Services not made by GovOS; (C) Customer Data; or (D) Third-Party Products.

(c) THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND GOVOS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. TERM AND TERMINATION.

(a) **Term**. The term of the Agreement is as stated in the Proposal (the "**Term**").

(b) **Termination**. In addition to any other express termination right set forth in the Agreement:

(i) GovOS may terminate the Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due pursuant to the Agreement, and such failure continues more than ten (10) days after GovOS's delivery of Notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 7;

(ii) either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate the Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) **Effect of Expiration or Termination**. Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the GovOS IP and, without limiting Customer's obligations under Section 7, Customer shall delete and destroy all copies of the GovOS IP and certify in writing to the GovOS that the GovOS IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) **Survival**. This Section 11(d) and Sections 1, 6, 7, 8, 9(b), 10, and 12 survive any termination or expiration of the Agreement. No other provisions of the Agreement survive the expiration or earlier termination of the Agreement.

12. MISCELLANEOUS.

(a) **Entire Agreement**. The Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersedes all prior and

contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of these TOU and any other documents (including URLs) incorporated herein by reference, the following order of precedence governs: (i) first, the applicable Proposal; (ii) second, these Terms of Use; and (iii) third, any other documents incorporated herein by reference.

(b) **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications associated with the Agreement (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in the Proposal (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section), and for GovOS, Notice to GovOS must also be sent to legal@govos.com. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in the Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) **Force Majeure**. In no event shall either Party be liable to the other Party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) **Amendment and Modification; Waiver**. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege under the Agreement will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) **Severability**. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) **Assignment**. Neither Party may assign any of its rights or delegate any of its obligations under the Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning

or delegating Party of any of its obligations under the Agreement. The Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) **Equitable Relief**. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(h) **Counterparts; Alternative Acceptance**. The Proposal may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Additionally, upon request from Customer, the Proposal may be accepted through the use of a Customer-issued purchase order or other similar such purchasing document, including a purchasing document issued by a purchasing agent utilized by Customer (an "**Alternative Acceptance**"). The foregoing notwithstanding, the Parties acknowledge and agree that any terms and conditions of any purchase order, sales acknowledgement or other document submitted to GovOS by Customer or its purchasing agent which conflict with the terms and conditions of the Agreement shall be of no force or effect, and the terms and conditions of the Agreement control and supersede such conflicting documents and any course of conduct or usage of the trade inconsistent with any of the terms and conditions hereof.

(i) **Electronic Signatures**. The Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "*electronic signature*" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

(j) **Compliance with Laws, Ordinances, Rules and Regulations**. GovOS agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If Customer notifies GovOS of any violation of such laws, ordinances, rules or regulations, GovOS shall immediately desist from such activities and correct the violation.

(k) **Non-Discrimination Covenant**. GovOS, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration for the Agreement, agrees that in the performance of GovOS's duties and obligations under the Agreement, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by GovOS, its personal representatives, assigns, subcontractors or successors in interest, GovOS agrees to assume such liability and to indemnify and defend Customer and hold Customer harmless from such claim.

(l) **Solicitation of Employees**. Neither Customer nor GovOS shall, during the Term, and additionally for a period of one (1) year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other Party during the Term without the prior written consent of the person's employer. This

Section shall not apply to an employee who responds to a general solicitation or advertisement of employment by either Party.

(m) **Governmental Powers**. It is understood and agreed that by execution of the Agreement, Customer does not waive or surrender any of its governmental powers.

(n) ***Interlocal Purchasing Consent; Cooperative Purchasing***. With the prior approval of GovOS, which may be withheld for any or no reason within GovOS's sole discretion, the Agreement may be extended to any public entity in Customer's home-state to purchase at a Proposal's prices and specifications in accordance with the terms stated in the Agreement. Additionally, to the extent permitted by law, the terms of the Agreement may be extended for use by other local government entities upon execution of a separate agreement, proposal, or other duly signed writing by and between GovOS and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

[End of Terms of Use]

SERVICE LEVEL AND SUPPORT SERVICES AGREEMENT

*Capitalized terms utilized but not defined herein shall have the meaning set forth in GovOS's Terms of Use.

1. CLOUD AVAILABILITY, SUPPORT, MAINTENANCE AND SERVICE LEVEL TARGETS.

    (a) **Cloud Availability Level**. GovOS will use commercially reasonable efforts to provide 99.5% Services availability measured per calendar quarter (the "**Reporting Period**"). Services availability is measured monthly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and the applicable Services do not respond to data requests ("**unavailability**"), unless such unavailability results from an Exclusion.

    The term "**Exclusion**" means Planned Maintenance (defined below), interruptions or delays in providing the Services resulting from telecommunications or Internet service provider failures or any third-party's acts, errors or omissions or any systems not provided by GovOS, including Platform, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within GovOS's possession or reasonable control, and denial of service attacks against internet infrastructure providers ("**DDOS**").

    The term "**Planned Maintenance**" means those times GovOS will require that business critical components of the Services be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. GovOS will make all reasonable efforts to not perform any Planned Maintenance during Business Hours (defined below). GovOS will provide Customers with reasonable advance notice of any Planned Maintenance.

    (b) **Customer Support**. As part of the Agreement, GovOS will provide standard support to Customers. Support resources are available via e-mail or phone from 8 AM to 5 PM Mountain Time, Monday through Friday ("**Business Hours**"), excluding holidays. Support includes questions surrounding how to use a feature within a Service. It also includes troubleshooting any issues an Authorized User runs into through bugs or product deficiencies. Support does not include consulting services such as achieving a Customer's end-to-end goals, modifying the overall workflow associated with a Customer's use of a Service, or high-level accomplishment needs (the foregoing are referred to herein as "**Professional Services**"). GovOS will prepared a Proposal for Professional Services and present the same to the Customer for acceptance prior to performing Professional Services.

    (c) **Maintenance**. Services provided to Customers are cloud-hosted solutions where maintenance and improvements are being rolled out to platforms as they are developed. While some of these improvements enhance a Customer's user experience and are noticeable changes to the platform, others are performance related and work behind the scenes. Licenses to Services include access to these improvements as well as continued maintenance to the Services.

    (d) **Service Response Level**. GovOS will use commercially reasonable efforts to meet or exceed the following service level targets:

Severity Level:	Description:	Response Target*:	Resolution Target:
Priority 0(P0)	Total loss of system functionality. Significant loss or corruption of data or images.	Within 15 minutes	Within 8-10 hours
Priority 1(P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 2 Business Hours	Within 14 business days
Priority 2(P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question.	Within 8 Business Hours	Within 14-21 business days
Priority 3(P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration issues or questions that are not urgent.	Within 12 Business Hours	To be determined by the product team based on level of effort and workload.

The calculation of Response Target time periods commences once GovOS acknowledges receipt of a Support request during Business Hours.

2. SUPPORT CONTACT INFORMATION.

Solution Name:	Support Email:	Support Phone #:	Help Center URL:
GovOS Studio	studiosupport@govos.com	855-777-3265	https://help.seamlessdocs.com/en/
Short-Term Rental	blt.str.support@govos.com	888-751-1911	Collateral Provided by Support
Bulk Data Access	gssupport@govos.com	833-456-3453	https://community.govos.com/s/
Records and Cloud Applications	gssupport@govos.com	833-456-3453	https://community.govos.com/s/
Tax Solutions	blt.str.support@govos.com	888-751-1911	Collateral Provided by Support
Business Licensing	blt.str.support@govos.com	888-751-1911	Collateral Provided by Support

3. DATA BACKUP. The Services do not replace the need for a Customer to maintain regular data backups or redundant data archives. GOVOS HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

[End of Document]

Anti-Boycott, Anti-Discrimination, Child Support Arrearage, and China Tech Prohibition Verifications

Chapter 2270 of the Texas Government Code, Chapter 2252 of the Texas Government Code, Chapter 809 of the Texas Government Code, and Chapter 2274 of the Texas Government Code are statutes that prohibit certain vendors from contracting with governmental entities if they boycott Israel, are listed as a company that conducts business with terrorist organizations by the Texas Comptroller, boycott energy companies, or discriminate against firearm or ammunition entities or trade organizations, respectively. Such state laws require written verification (per the statement below) by a for-profit organization that is not a sole proprietor, has at least 10 full-time employees, and the contract with the governmental entity has a value of at least $100,000 before a Texas governmental entity may enter into a contract with the company for goods or services involving the expenditure of public funds.

STATEMENT:

Company hereby certifies that:
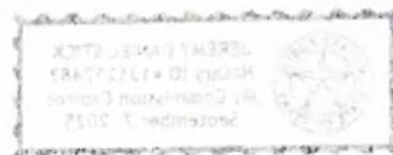
1. *It is not a company identified on the Texas Comptroller's list of companies (https://comptroller.texas.gov) known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State;*

2. *Neither Company, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel;*

3. *Neither Company, nor any affiliate, subsidiary, or parent Companies boycotts energy companies; and*

4. *It does not discriminate against a firearm entity or firearm trade association.*

Company agrees that Company and affiliate, subsidiary, or parent Companies will not engage in the activities listed above during the term of this Agreement. For purposes of the Agreement, the term "boycott" shall have the meaning set forth in Chapter 2271 and Chapter 809 of the Government Code, as applicable.

Company certifies by signature of its authorized representative on this document that it does and will so long as any Agreement is in effect with Johnson County, Texas comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) that by their terms are applicable to the Company in its capacity s an information technology services provider providing services to Johnson County, Texas, and with any additional existing and future "China Tech Prohibitions" promulgated or enacted by the Unites States Government.

Company certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named below is not ineligible to receive the specified payment(s) and acknowledges that any contract may be terminated and payment may be withheld if this certification is inaccurate. Company states that it is not ineligible to receive State or Federal funds due to child support arrearages.

Company Name: GovOS, Inc.

Signature of Company's Authorized Official: _Josh Stanley_

Print Name: Josh Stanley

Title: COO & CFO   **Date:** 2/27/25

VERIFICATION

STATE OF _Texas_   **COUNTY OF** _Williamson_

BEFORE ME the undersigned authority, _Josh Stanley_ _____ appeared on behalf of _GovOS Inc_ _____ (company), who did verify that the above Statement is true.

_____

Notary Public, State of _Texas_