

AutoMon, LLC
Master Subscription Agreement (Ce Connect Products)

EFFECTIVE DATE: This Agreement was last updated on September 7, 2022. It is effective between Williamson County (TX (“Williamson County” or “County”) and AutoMon, LLC (“AutoMon”) as of the date Williamson County accept this Agreement by signing the Order Form.

THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS THE COUNTY’S ACQUISITION AND USE OF AUTOMON’S SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, WILLIAMSON COUNTY (TX) AGREE TO THE TERMS OF THIS AGREEMENT. IF WILLIAMSON COUNTY IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, WILLIAMSON COUNTY REPRESENT THAT THE COUNTY HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “WILLIAMSON COUNTY (TX) ” OR “WILLIAMSON COUNTY” OR “COUNTY” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF WILLIAMSON COUNTY (TX) DOES NOT HAVE SUCH AUTHORITY, OR IF WILLIAMSON COUNTY (TX) DO NOT AGREE WITH THESE TERMS AND CONDITIONS, WILLIAMSON COUNTY (TX) MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Williamson County (TX) may not access the Services if Williamson County (TX) is a direct competitor of AutoMon, except with AutoMon’s prior written consent. In addition, Williamson County (TX) may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"AutoMon Technology" means all of AutoMon’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Williamson County (TX) by AutoMon in providing the Services;

"Content" means the audio and visual information, documents, software, products and services contained or made available to Williamson County (TX) in the course of using the Services; “Content” exclude Non-AutoMon Applications and Content.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Non-AutoMon Applications and Content" means online and offline software products, services and content that are provided by entities or individuals other than AutoMon and are clearly identified as such, and that interoperate with the Services with AutoMon’s written consent.

"Order Form" means the documents for placing orders hereunder, which are entered into between Williamson County (TX) and AutoMon from time to time. Order Form(s) shall be deemed incorporated herein by reference.

"Purchased Services" means Services that Williamson County (TX) purchase under an Order Form and further described on Exhibit B hereto.

"**Services**" means the products and services offered by AutoMon and made available to Williamson County (TX) via the customer login link at <https://www.automonapps.com> and/or other web pages designated by AutoMon, as described in the User Guide. "Services" exclude Non-AutoMon Applications and Content.

"**User Guide**" means the online user guide for the Services, accessible via login at www.ce-connect.com, as updated from time to time.

"**Users**" means individuals who are authorized by Williamson County (TX) to use the Services, for whom subscriptions to a Services have been ordered, and who have been supplied user identifications and passwords by Williamson County (TX) (or by AutoMon at The County's request). Users include The County's employees, consultants, contractors and agents, provided however, AutoMon's competitors or vendors of complimentary products are not Users and may not access or view the Services without AutoMon's express written consent.

"**AutoMon**" means AutoMon, LLC and its Affiliates.

"**Williamson County**" or "**County**" means the company or other legal entity for which Williamson County (TX) are accepting this Agreement, and Affiliates of that company or entity.

"**The County's Data**" means all electronic data or information submitted by Williamson County (TX) to the Purchased Services.

2. SERVICES

2.1. Provision of Services. AutoMon shall make the Services available to Williamson County (TX) pursuant to this Agreement and the relevant Order Forms during a subscription term. Williamson County (TX) agree that the County's purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by AutoMon regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. License Grant. AutoMon hereby grant Williamson County (TX) a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for the County's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Williamson County (TX) are reserved by AutoMon (and AutoMon's licensors, where applicable.)

3.2. Restrictions. Williamson County (TX) shall not and shall not permit third parties, without AutoMon's express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, AutoMon Technology or the Content; (iii) create "links" or integrations to the Services, (iv) "frame" or "mirror" any Services or Content or on any other server or wireless or Internet-based device; or (v) reverse engineer or access the Services in order to

(a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services.

3.3. Responsibilities of the Parties.

3.3.1. AutoMon's Responsibilities. AutoMon shall: (i) provide AutoMon's basic support for the Services to the County, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which AutoMon shall give Williamson County (TX) notice, or (b) any unavailability of the Services caused by circumstances beyond AutoMon's reasonable control, and (iii) provide the Services only in accordance with applicable laws and government regulations. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. AutoMon is not responsible for any delays, delivery failures, or other damages resulting from such problems.

3.3.2. AutoMon's Protection of the County's Data. AutoMon shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of the County's Data stored with AutoMon's hosting vendor. AutoMon shall not (a) modify the County's Data, (b) disclose, provide, rent, or sell the County's Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by the County, or (c) access the County's Data except to provide the Services and prevent or address service or technical problems, or at the County's request in connection with customer support matters.

3.3.3. Data Storage. AutoMon will determine the locations of the data centers in which the County's Data will be stored and accessible by Williamson County (TX) and the County's Users. For federal, state, and local governmental entities, AutoMon will ensure that all the County's Data is stored within the United States including any backup data, replication sites, and disaster recovery sites. AutoMon will not transfer the County's Data to any third parties without The County's express written directive to transfer such Data, and the County's complete waiver and release from all liability which may result from or be connected with the transfer or use of The County's Data by such third party.

3.3.4. The County's Responsibilities. Williamson County (TX) shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of The County's Data and of the means by which Williamson County (TX) acquired The County's Data, (iii) if applicable to the County, maintain processes, controls and procedures to ensure Williamson County (TX) and The County's Users compliance with the current version of the CJIS Security Policy, HIPAA regulations and similar statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify AutoMon promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the User Guide and applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on The County's servers, and (vii) provide desktop computers and related software to operate the Services. Williamson County (TX) shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. Williamson County (TX) are responsible for all activities undertaken by the County, or the County's Users which result in unauthorized access to The County's data. Williamson County (TX) are solely responsible for any and all costs, expenses, and third

party claims or losses related to a data breach, data loss, release of The County's Data, damage to The County's Data or similar outcome that results from (1) misuse or unauthorized disclosure of the County's Data by Williamson County (TX) or the County's Users, (2) any unauthorized access to the Services via the County's Users' logons or passwords caused by the negligence of Williamson County (TX) or the County's Users, (3) any loss of or misuse of an electronic device belonging to Williamson County (TX) or the County's Users (e.g. phone, laptop, tablet, computer), (4) an unauthorized disclosure of the County's Data resulting from the County's or the County's Users loss or negligent handling of the County's Data in electronic or paper form, or (5) ransomware, phishing scam or similar malicious activity emanating from Williamson County (TX) or any of the County's Users, or (6) the County's or the County's Users' failure to comply with the provisions of any privacy statutes or regulations that apply to Williamson County (TX) or the County's Data (e.g. CJIS, HIPAA and similar), For clarity, this provision is not an obligation for Williamson County (TX) to indemnify to AutoMon, but rather, is an allocation of risk and responsibility for any resulting costs and expenses associated with the listed actions.

- 3.4. Storage Limitations.** If Williamson County (TX) are storing photographic, video or audio materials in the Services that are not directly related to the County's primary business and operations, AutoMon reserve the right to limit the type and amount of such digital information to 10 MB per User unless Williamson County (TX) negotiate an increase to the County's Subscription Fee with AutoMon. There is no limit on the amount of data or documents Williamson County (TX) may store in the Service directly related to the County's business and operations.

4. NON-AUTOMON APPLICATIONS AND CONTENT

- 4.1. Acquisition of Non-AutoMon Applications and Content.** AutoMon or third parties may from time to time make available to Williamson County (TX) third-party products or services, including but not limited to Non-AutoMon Applications and Content, training and other consulting services. Any acquisition by Williamson County (TX) of such Non-AutoMon Applications or Content, and any exchange of data between Williamson County (TX) and any Non-AutoMon provider, is solely between Williamson County (TX) and the applicable Non-AutoMon provider of such applications or content. AutoMon does not warrant or support Non-AutoMon Applications or Content, whether or not they are designated by Automon as "certified" or otherwise, except as explicitly specified in an Order Form. Subject to Section 4.2 (Integration with Non-AutoMon Applications and Content), no purchase of Non-AutoMon Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and Internet connection.

- 4.2. Integration with Non-AutoMon Applications and Content.** The Services may contain features designed to interoperate with Non-AutoMon Applications and Content (e.g., JSORRAT-II, Virginia Pretrial Risk or Static 99 and similar assessment instruments). To use such features, Williamson County (TX) may be required to obtain access to such Non-AutoMon Applications or Content from their providers. If the provider of any such Non-AutoMon Applications or Content ceases to make the Non-AutoMon Applications or Content available for interoperation with the corresponding Service on reasonable terms, AutoMon may cease providing such Service features without entitling Williamson County (TX) to any refund, credit, or other compensation.

5. FEES AND PAYMENT FOR SERVICES

- 5.1. Fees.** Williamson County (TX) shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on annual periods that begin on the subscription start date and end

twelve calendar months later. The number of subscriptions purchased may be increased during the relevant annual period and fees payable will be prorated based on the remaining time before the expiration of the then current term.

- 5.2. Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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 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 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
- 5.3.** Section Removed (see section 5.2)
- 5.4. Overdue Charges.** If any charges are not received from Williamson County (TX) by the due date, then at AutoMon's discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Notwithstanding the previous sentence, if Williamson County (TX) are a government entity and are prohibited or limited by law from paying interest or penalties for late payment, this section shall not apply to the County.
- 5.5. Suspension of Service and Acceleration.** If any amount owing by Williamson County (TX) under this or any other agreement for AutoMon's services is 45 or more days overdue, AutoMon may, without limiting AutoMon's other rights and remedies, accelerate The County's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend AutoMon's services to Williamson County (TX) until such amounts are paid in full. AutoMon will give Williamson County (TX) at least seven (7) days' prior notice that the County's account is overdue, in accordance with Section 12.2 (Manner of Giving Notice), before suspending services to the County.
- 5.6. Payment Disputes.** AutoMon shall not exercise AutoMon's rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if Williamson County (TX) are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 5.7. Taxes.** Unless otherwise stated on the Order Form, AutoMon's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Williamson County (TX) are responsible for paying all Taxes associated with the County's purchases hereunder. If AutoMon has the legal obligation to pay or collect Taxes for which Williamson County (TX) are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the County, unless Williamson County (TX) provide AutoMon with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, AutoMon is solely responsible for taxes assessable against AutoMon based on AutoMon's income, property and employees. If in the future, AutoMon is required to collect such taxes from Williamson County (TX) by a governmental entity for any period covered by this Agreement, Williamson County (TX) agree to promptly provide evidence of having paid the applicable Taxes, or remit such taxes to AutoMon to remit to such government entity. The County's failure to comply with this section shall be a material breach of this Agreement, entitle AutoMon to exercise the rights set forth in Sections 5.3 and 5.4, and assess reasonable costs and attorney's fees incurred in connection with AutoMon's effort to collect such Taxes from the County.

6. PROPRIETARY RIGHTS

- 6.1. Reservation of Rights in Services.** AutoMon alone (and AutoMon's licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, to the Services, AutoMon Technology and Content. This Agreement is not a sale and does not convey to Williamson County (TX) any rights of ownership in or related to the Services, Content, AutoMon Technology or the Intellectual Property Rights owned by AutoMon (or AutoMon's licensors, where applicable.) AutoMon's name, AutoMon's logo, and the product names associated with the Services are trademarks of AutoMon, and no right or license is granted to Williamson County (TX) to use them, except in training materials prepared by Williamson County (TX) for the County's internal use.
- 6.2. The County's Data.** Subject to the limited rights granted by Williamson County (TX) hereunder, AutoMon acquire no right, title or interest from Williamson County (TX) under this Agreement in or to the County's Data, including any intellectual property rights therein.
- 6.3. Suggestions.** AutoMon shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the County, or the County's Users, relating to the operation of the Services, AutoMon Technology and the Content.

7. CONFIDENTIALITY

- 7.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The County's Confidential Information shall include the County's Data; AutoMon's Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than the County's Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 7.2. Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- 7.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing

Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

- 8.1. AutoMon's Warranties.** AutoMon warrant that (i) AutoMon have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the current User Guide, (iii) subject to Section 4.2 (Integration with Non-AutoMon Applications and Content), the functionality of the Services will not be materially decreased during a subscription term, and (iv) AutoMon will not transmit Malicious Code to the County, provided it is not a breach of this subpart (iv) if Williamson County (TX) or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, the County's exclusive remedy shall be as provided in Section 11.4 (Termination for Cause).
- 8.2. The County's Warranties.** Williamson County (TX) warrant that Williamson County (TX) have validly entered into this Agreement and have the legal power to do so.
- 8.3. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

- 9.1. Indemnification by AutoMon.** AutoMon shall defend Williamson County (TX) against any claim, demand, suit, or proceeding made or brought against Williamson County (TX) by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against the County**"), and shall indemnify Williamson County (TX) for any related damages, attorney fees and costs finally awarded against Williamson County (TX) as a result of, and for amounts paid by Williamson County (TX) under a court-approved settlement of, a Claim Against the County; provided that Williamson County (TX) (a) promptly give AutoMon written notice of the Claim Against the County; (b) give AutoMon sole control of the defense and settlement of the Claim Against the County (provided that AutoMon may not settle any Claim Against the County unless the settlement unconditionally releases Williamson County (TX) of all liability); and (c) provide to AutoMon all reasonable assistance, at AutoMon's expense. In the event of a Claim Against the County, or if AutoMon reasonably believe the Services may infringe or misappropriate, AutoMon may in AutoMon's discretion and at no cost to Williamson County (TX) (i) modify the Services so that they no longer infringe or misappropriate, without breaching AutoMon's warranties under "Our Warranties" above, (ii) obtain a license for the County's continued use of the Services in accordance with this Agreement, or (iii) terminate the County's User subscriptions for such Services upon 30 days' written notice and refund to Williamson County (TX) any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.
- 9.2. Exclusions.** AutoMon will not be liable under Section 9.1 for any claims based on the following: The County's modification of the Services, AutoMon Technology or Content other than as contemplated by this Agreement; Use of the Services in a manner other than as contemplated in this Agreement; Claims arising from the use of old versions of Services after receipt of modified or updated versions; Claims arising from the use of the County's third-party applications or data; and Losses attributable to the County's acts or omissions and of the County's officers, employees or agents.

9.3. Exclusive Remedy. This Section 9 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY WILLIAMSON COUNTY (TX) HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT THE COUNTY'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES)

10.2. Exclusion of Consequential and Related Damages. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10.3. Exceptions. The limitations and exclusions of this Section 10 shall not be construed to apply to or limit AutoMon's data security obligations under Paragraph 3.3, AutoMon's confidentiality obligations under Paragraph 7.2, or AutoMon's infringement indemnification obligations under Paragraph 9.1

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the date Williamson County (TX) accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If Williamson County (TX) elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

11.2. Term of User Subscriptions, Pricing on Renewal. User subscriptions purchased by Williamson County (TX) commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. Pricing increases shall be as set forth in the Order Form(s). If the Order Form does not reflect a renewal price, then the annual increase in subscription fees for any renewal or extension shall be the greater of 5% per annum or the percentage increase shown in the most recently available CPI-All Urban Counties over the most prior twelve months.

11.3. Termination for Convenience. If Williamson County (TX) are a government entity, Williamson County (TX) shall have the right to terminate this Agreement in its entirety for the County's convenience at any time by providing AutoMon with written notice. Such termination shall not entitle Williamson County (TX) to a refund of any pre-paid subscription fees or other costs, and Williamson County (TX) must promptly pay any unpaid obligations owed to AutoMon as of the date of The County's written notice of termination (which shall be given in a manner consistent with Section 12.2.)

11.4. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii)

if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

- 11.5. Refund or Payment upon Termination.** Upon any termination for cause by the County, AutoMon shall refund Williamson County (TX) any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by AutoMon, Williamson County (TX) shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Williamson County (TX) of the obligation to pay any fees payable to AutoMon for the period prior to the effective date of termination.
- 11.6. Return of the County's Data.** Upon written request by Williamson County (TX) on or before the effective date of the expiration of the County's subscriptions or any termination of the Services, AutoMon will make available to Williamson County (TX) for download a file containing the County's Data in a MS SQL bacpac file. If AutoMon does not receive a timely request to provide Williamson County (TX) with a copy of the County's Data, AutoMon shall have no obligation to maintain the County's Data and shall promptly thereafter, unless legally prohibited, delete all of the County's Data in AutoMon's systems or otherwise in AutoMon's possession or under AutoMon's control.
- 11.7. Surviving Provisions.** Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of The County's Data), 12 (Who Williamson County (TX) Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

12. WHO WILLIAMSON COUNTY (TX) ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

- 12.1. General.** Who Williamson County (TX) are contracting with under this Agreement, who the County should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where the County is domiciled.
- 12.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Williamson County (TX) shall be addressed to the relevant billing contact designated by the County. All other notices to Williamson County (TX) shall be addressed to the authorized person designated by the County.
- 12.3. Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 12.4. No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of County, the Williamson County Commissioners Court, or the Williamson County Judge.

13. GENERAL PROVISIONS

- 13.1. Criminal Justice Information Services ("CJIS") Requirements.**
In the event Williamson County (TX) are a Criminal Justice Agency subject to CJIS regulations the following representations and responsibilities shall apply: (i) AutoMon acknowledge that each of AutoMon's

employees who will have access to CJIS information has received a copy of the current Federal Bureau of Investigation CJIS Security Policy ; (ii) AutoMon will ensure that each of AutoMon's employees who will have access to CJIS information signs a Security Addendum Certification; (iii) AutoMon will return an executed copy of such addendums to the County; (iv) AutoMon have provided proof of CJIS training for such employees to the agency in the County's State authorized to accept this information on the County's behalf and (v) AutoMon will maintain compliance with the CJIS requirements applicable to AutoMon for the duration of the period of time AutoMon is providing Williamson County (TX) Services.

- 13.2. Export Compliance.** The Services, other technology AutoMon makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Williamson County (TX) shall not permit Users to access or use Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.
- 13.3. Anti-Corruption.** Williamson County (TX) have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of AutoMon's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Williamson County (TX) learn of any violation of the above restriction, Williamson County (TX) will use reasonable efforts to promptly notify AutoMon's Legal Department.
- 13.4. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 13.5. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 13.6. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right
- 13.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.8. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, AutoMon shall refund to Williamson County (TX) any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.9. Executory Clause.** If Williamson County (TX) are a government entity, notwithstanding anything in this Agreement to the contrary, Williamson County (TX) shall have no liability for the Services to AutoMon beyond the funds appropriated and made available for the Services.

- 13.10. Insurance.** AutoMon shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at AutoMon's expense, insurance with stated minimum coverages, and otherwise described on Schedule A, attached to this Agreement.
- 13.11. Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in the County's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 13.12. Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights. The right to trial by jury shall not be waived.
- 13.13. Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- 13.14. Right to Audit:** AutoMon agrees that County or its duly authorized representative 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 AutoMon which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. AutoMon agrees that County shall have access during normal working hours to all necessary AutoMon facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provision of this section. County Shall give AutoMon reasonable advance notice of intended audits.

**SCHEDULE A
INSURANCE**

AutoMon shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Williamson County (TX) who have been fully informed as to the nature of the Services to be performed. Except for Worker’s Compensation and Professional Liability, Williamson County (TX) shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be AutoMon’s sole obligation.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
1. Worker’s Comp	Statutory
2. Automobile (Including. Bodily Injury & Property Damage)	\$1,000,000 Aggregate \$1,000,000 /Occurrence
3. Comprehensive General Liability	\$2,000,000 Aggregate \$1,000,000 /Occurrence
4. Professional Liability, Errors and Omissions, including Cyber Liability	\$5,000,000 Aggregate \$5,000,000 /Claim
5. Umbrella Policy	\$5,000,000 Aggregate \$5,000,000 /Occurrence

AutoMon will provide Williamson County (TX) with certificates of insurance evidencing AutoMon’s compliance with these requirements at the time or prior to execution of the Agreement by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on the County’s behalf with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to Williamson County.

To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

A. Policy retroactive dates coincide with or precede AutoMon’s start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. If the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the Services, AutoMon will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination or final acceptance.

C. Immediate notice shall be given to Williamson County of circumstances or incidents that might give rise to future claims with respect to the Services performed under the Agreement.

SCHEDULE B DESCRIPTION OF SERVICES

AIMS Hosting

Hosting Services (Microsoft Azure Government) & System Administration

AutoMon has partnered with **Microsoft's Azure Government** Cloud Hosting Platform to provide Hosting Services to AutoMon's government agency customers. Azure Government is a government-community cloud designed to support strategic government scenarios that require speed, scale, security, compliance, and economics for U.S. government organizations. In addition, Azure Government is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA).

Azure Government includes the core components of Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS). This includes infrastructure, network, storage, data management, identity management, and similar services. The County's Azure Government hosting includes Geo-Synchronous data replication and auto-scaling. Microsoft has been identified as the leader in both IaaS and PaaS by leading industry analysts.

System Administration applicable to Williamson County's Services, to include:

- SQL Server Licensing
- Set-up and Maintain SQL backups with 30-day retention policy
- Set-up and Maintain continuous geo replication to a separate Azure Government Data Center
- TDE encryption enabled
- Apply System Software Patches and Updates (as released by Microsoft)
- Disk cleanup (as needed for performance)
- Re-boot (as needed for performance)
- Monitor (CPU, Memory, and SQL Performance); Resolve Issues
- Install updates (new Releases and Versions, as published)
- Verify Backup existence (Monthly)
- Restore/Verify backup (semi- annually)
- Infrastructure Security Audit and Review (Monthly)

AIMS-Specialty Court

AIMS blends today's latest technologies with Specialty Court best practices and standards to provide a comprehensive case and data management system for Drug Courts, DUI Courts, Veterans Courts, Mental Health Courts, Family Courts and Tribal Healing to Wellness Courts. A SaaS solution, AIMS automates all aspects of Specialty Court operations from referral, screening, intake, case file management, graduated responses, treatment, drug/alcohol testing, Phase progression, document creating and management, report generation, and data analysis. AIMS is hosted on Microsoft Azure Government.