

## FIRST AMENDMENT TO ECIVIS MASTER SERVICE AGREEMENT

THIS FIRST AMENDMENT TO ECIVIS MASTER SERVICE AGREEMENT (CONTRACT NO. 12169) dated 11/10/2022 ("First Amendment") is made and entered into as of 11/10/2022 (the Effective Date") by and between eCivis, Inc. a Delaware corporation ("eCivis"), County of Fort Bend, Texas "Customer"), and is made with reference to the following:

A. Customer and eCivis have entered into an agreement, effective 8/20/2020 (the "Agreement"), a copy of which is attached as Exhibit "1" and incorporated fully by reference.

B. Customer and eCivis wish to further amend the Agreement entered 11/10/22 as Follows:

NOW, THEREFORE, in consideration of the premises and the agreements, conditions and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. SCOPE

The scope of this SOW includes Cost Recovery Services. In no instance can the scope of this SOW exceed the scope.

- i. eCivis will provide Professional Services to Customer to help reduce costs and maximize revenues from Federal and non-Federal grant programs from which Customer is eligible to receive a reimbursement for indirect costs (each a "Grant Program") for each of the following fiscal years: (i) fiscal year 2020 beginning 10/1/2019 and ended 9/30/2020; (ii) fiscal year 2021 beginning 10/1/2020 and ended 09/30/2021; and (iii) fiscal year 2022 beginning 10/1/2021 and ending 09/30/2022. The Professional Services to be provided by eCivis pursuant to this Agreement shall be limited to, for each of the Fiscal Years, eCivis' (1) review of, and assistance with, Customer's calculation and negotiation of an indirect cost rate and (2) assistance in preparation and submission, on behalf of Customer, of documentation with respect to, and processing of, any and all claims for drawdowns of funds to be received by Customer from Grant Programs for recovered indirect costs (such Professional Services, the "Cost Allocation Consulting Services") for such Contract Years. Parties agree an Amendment to the Scope of Work can be executed, at Customer's discretion, should Professional Services be needed beyond fiscal years stated above.

### 2. ASSUMPTIONS

In addition to the CUSTOMER'S acknowledgment of the eCivis's current operations, background and the objectives of this engagement, the CUSTOMER has the following service assumption(s):

The services will be delivered through a joint execution from both Parties. While eCivis will be Accountable on most tasks and activities, it will be also be dependent on the CUSTOMER's timely completion of the

work where CUSTOMER is ACCOUNTABLE and or INFORMED and or needs to APPROVE deliverables as outlined in the DELIVERABLES MANAGEMENT section of this SOW.

### 3. DEFINITIONS

**“Change Order” or “Change Request”** means a request for authorization to make a change in the Services or Deliverables under this Contract.

**Accountable:** Take primary responsibility for the delivery of a major task/completion of an activity.

**Informed:** Active participation and engagement with the goal of aiding the Lead in completing a major task/activity.

**Approve:** Responsibility to review the deliverable/completion of a major task/activity and confirm that activity was completed in accordance with applicable requirements.

[Remainder of page intentionally left blank. Signature is on page 6.]

#### 4. DELIVERABLES MANAGEMENT

The following deliverables will be completed during the term of this SOW:

		FY 2020	FY 2021	FY 2022			
		*Date of report to continue to update Final Implication					
Stage	Weighting	Customer	eCivis	11/28/2022	12/5/2022	12/12/2022	12/12/2022
<b>Stage 1.1 Meetings (1 Weeks)</b>	1%	A	A				
Hold a preliminary conference to review requirements and current allocation plan methods, determine means for eCivis to obtain copies of current cost allocation plan/indirect cost rate documentation, and schedule key meetings with staff.							
Schedule and hold individual interviews with necessary staff to discuss information needed by our personnel to complete the cost rates. These meetings uncover each department's major functions and provide a framework for allocating costs to all other departments that receive the department's services as needed.							
<b>Stage 1.2 Data Collection (3 Weeks)</b>	20%	A	I	12/26/2022	1/2/2023		1/2/2023
Collect all necessary information from the staff to prepare a draft ICRP, such as revenue and expenditure reports, functional information, and statistical data.							
Collect all necessary grant information relating to Award, Draw Down, Indirect vs. Direct. Review information collected and validate.		A	I	2/3/23	2/3/23		2/5/23
<b>Stage 2.0 Create a Draft Indirect Cost Rate Customer Approval (4 weeks)</b>	15%	I	A	1/23/2023	1/30/2023		1/30/2023
Prepare the plans using an established cost allocation system.							
Develop indirect cost rates for all applicable Customer departments.		I	A				
<b>Stage 2.1 Circle Staff Review (1 week)</b>	4%	I	A	1/30/2023	2/6/2023		2/6/2023
Prepare draft for customer review.							
<b>Stage 2.2 Client Approvals of final draft (2 weeks)</b>	5%	A	A	2/13/2023	2/20/2023		2/20/2023
Review the draft proposal with Customer staff, explain methodologies, answer questions, and collaborate on necessary revisions based on staff feedback.							
Meet with department heads to present and discuss the ICRP so there is a clear understanding of the content and assurance of accuracy.		A	A				
Customer to approve final draft		A	I				
<b>Stage 3.0 Prepare Submission Packet (2 week)</b>	5%	I	A	2/27/2023	3/6/2023		3/6/2023
Update draft based on previous meetings, questions and revisions to produce a finalized ICRP.							
Provide a finalized ICRP with a walk-through report to help demonstrate how costs flow from allocation schedules to the cost exhibit to Customer.		I	A				
Review the Final ICRP and verify they comply with the applicable cost principles.		I	A				
<b>Stage 3.1 Submission to organization (1 day)</b>	15%	I	A	2/28/2023	3/7/2023		3/7/2023
Submit the ICRP to applicable agency for approval.							
<b>Stage 3.2 Prepare Draw Downs (2 Week)</b>	1%	I	A	3/14/2023	3/21/2023		3/21/2023
Calculate applicable draw down amounts.							
Customer to prepare draw down forms with applicable amounts.		A	I				
<b>Stage 3.3 Identify immediate vs submission for approval of draw downs (3 days)</b>	4%	A	I	3/17/2023	3/24/2023		3/24/2023
Guide the Customer's personnel through determination process to identify funding sources issued for immediate drawdown and/or identify submission requiring funder approval.							
<b>Stage 3.4 Rolling to Draw Down: Negotiate with grant funding agency (3 weeks)</b>	1%	I	A	4/7/2023	4/14/2023		4/14/2023
Communicate and/or negotiate with funders, on behalf of the customer, for grants that require approval of additional reimbursement based on Negotiated Indirect Cost Rate Agreement (NICRA)							
<b>Stage 3.5 Review with Federal Cognizant Agency (6 Months)</b>		A	A	9/1/2023	9/1/2023		9/1/2023
Respond to questions and provide subsequent information as requested.							
Customer to respond to inquiries within 24 hours.		A	I				
<b>Stage 3.6 Final Agreement for Signatures (1 week)</b>	16%	A	I	9/8/2023	9/8/2023		9/8/2023
Customer to sign negotiated agreement.							
<b>Stage 3.7 Submit Draw Downs (1 week)</b>	4%	A	I	9/15/2023	9/15/2023		9/15/2023
Customer to submit draw down documents prepared in 4.8 for reimbursement.							
<b>Stage 3.8 Receipt of Revenue to Client from funders (2 weeks)</b>	4%	A	I	9/29/2023	9/29/2023		9/29/2023
Verify with Customer to ensure receipt of reimbursement revenue from funders							
			Total Days	294.00	287.00		287.00
			Total Weeks	42	41		41

#### 5. Mitigation of Delays

The schedule shall not change as a result of time required by CUSTOMER to complete deliverables and or correct deficiencies, unless otherwise agreed beforehand in writing by eCivis. However, the schedule may be extended on a day-to-day basis to the extent that the eCivis's review of deliverables and review of corrections of deficiencies is longer than described in the schedule.

CUSTOMER shall continue to perform its obligations that are not affected by eCivis's review and shall mitigate any impact on eCivis from such delays caused by CUSTOMER, e.g., redirecting its staff to perform

other tasks, to the extent reasonably possible. To the extent it cannot redirect staff and mitigate such impacts, then an adjustment, if any, to the schedule will be made, if appropriate, based upon the reasonable consideration of all relevant circumstances, including but not limited to CUSTOMER'S opportunity and efforts to mitigate the effect of the impact and if CUSTOMERS' failure to perform is not due to an event related to the Agreement.

## **6. Rolling Estoppel**

eCivis assumes the obligation for its resources as indicated in this SOW. eCivis will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the CUSTOMER within 3 of days of receipt of any alleged deficiencies and the CUSTOMER identifies specific deficiencies in the eCivis's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of CUSTOMER.

The CUSTOMER is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if the CUSTOMER knew of that problem and failed to include it in the applicable report.

In the event the CUSTOMER identifies a situation wherein the eCivis is impairing the CUSTOMER's ability to perform for any reason, the CUSTOMER deficiency report should contain the CUSTOMER's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that the eCivis's project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows the CUSTOMER (within the terms of the Agreement or this First Amendment ) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

## **7. PAYMENT TERMS FOR PROFESSIONAL SERVICES (COST ALLOCATION CONSULTING SERVICES)**

Section 2.2 of Exhibit A: Statement of Work in the Agreement is modified and replaced as follows:

2.2 Professional Services Fee: Customer shall pay eCivis a performance-based fee for the Cost Recovery Services (the "Professional Services Fee"). Customer shall only be required to pay the Professional Services Fee for a Grant Program for any given Contract Year if Customer recovers for such Grant Program for such Contract Year any reimbursement of indirect costs (the "Reimbursement Amount"). All such Reimbursement Amounts shall be calculated in accordance with U.S. generally accepted accounting principles, and the Professional Services Fee for a Grant Program payable by Customer to eCivis for any contract Year shall be equal to 50% of the Reimbursement Amount for such Grant Program for such Contract Year until eCivis receives from Customer a total amount of \$100,000.00 from any or aggregate Reimbursement Amount(s) recovered without regard to Contract Year. After eCivis receives a total amount of \$100,000.00 from Customer from any or aggregate Reimbursement Amount(s) recovered, the calculation of the Professional Services Fee for a Grant Program payable by Customer to eCivis for any Contract Year shall then be equal to 30% of the Reimbursement Amount for such Grant

Program for such Contract Year. Notwithstanding Section 1 of this Exhibit A: Statement of Work, promptly after receipt by Customer of the Reimbursement Amount for a Grant Program, Customer shall pay eCivis such Professional Services Fee for such Grant Program for the applicable Contract Year within thirty (30) days of receipt by Customer of the Reimbursement Amount for such Grant Program.

**8. MODIFICATIONS.**

Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

**9. CONFLICT.**

If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

**10. SEVERABILITY.**

If any provision of the Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, each party hereto has caused this SOW to be executed by its duly authorized representative. This First Amendment is effective upon execution of both parties.

<b>ECIVIS, INC</b>	<b>CUSTOMER</b>
Signature: <i>Artur Elizarov</i>	Signature: <i>K.P. George</i>

<b>Printed Name:</b> Artur Elizarov	<b>Printed Name:</b> KP George
<b>Title:</b> COO	<b>Title:</b> County Judge
<b>Date:</b> 5/12/2023	<b>Date:</b> May 23, 2023

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 100,000.00 are available to pay the obligation of Fort Bend County within the foregoing First Amendment.



Robert Ed Sturdivant, County Auditor

Exhibit 1: ECIVIS MASTER SERVICE AGREEMENT

[Remainder of page intentionally left blank.]

**Exhibit 1**



STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**AGREEMENT FOR GRANT MANAGEMENT SOFTWARE  
 RFP 20-076**

THIS AGREEMENT is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and eCivis, Inc., ("eCivis"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, County desires that eCivis provide grant management software services pursuant to RFP 20-076; and

WHEREAS, eCivis represents that it is qualified and desires to perform such grant management software services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Scope of Services.** eCivis shall render services to County as defined in eCivis' Master Service Agreement (Contract No. 12169), attached hereto as Exhibit "A" and incorporated by reference.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
3. **Limit of Appropriation.** eCivis clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Twenty-Two Thousand, and 00/100 dollars (\$22,000.00), specifically allocated to fully discharge any and all liabilities County may incur. eCivis does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that eCivis may become entitled to and the total maximum sum that County may become liable to pay to eCivis shall not under any conditions, circumstances, or interpretations thereof exceed Twenty-Two Thousand, and 00/100 dollars (\$22,000.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

Mutually approved travel and mileage expenses incurred in the performance of required services will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request.

4. **Public Information Act.** eCivis expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by eCivis shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless eCivis for any reason are hereby deleted. eCivis shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of eCivis, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of eCivis or any of eCivis' agents, servants or employees.
6. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by eCivis in any way associated with the Agreement.
7. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
  - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, eCivis verifies eCivis does not boycott Israel and will not boycott Israel during the term of this Agreement.
  - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, eCivis represents pursuant to § 2252.152 of the Texas Government Code, that eCivis is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.

8. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ECIVIS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Use of Customer Name.** eCivis may use County's name without County's prior written consent only in any eCivis' customer lists, any other use must be approved in advance by County.
11. **Conflict.** In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.
12. **Understanding, Fair Construction.** By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
13. **Inspection of Books and Records.** eCivis will permit County, or any duly authorized agent of County, to inspect and examine the books and records of eCivis for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
15. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by eCivis as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 2 for work performed. eCivis shall promptly furnish all such data and material to County on request.
18. **Personnel.** eCivis represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the services required under this Agreement and that eCivis shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the services when and as required and without delays.

19. **Compliance with Laws.** eCivis shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, eCivis shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

20. **Termination.**

20.1. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If eCivis fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If eCivis materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

20.2. Upon termination of this Agreement, County shall compensate eCivis in accordance with § 2, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. eCivis's final invoice for said services will be presented to and paid by County in the same manner set forth in § 2 above.

20.3. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to eCivis.

21. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)  
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachment and exhibit hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

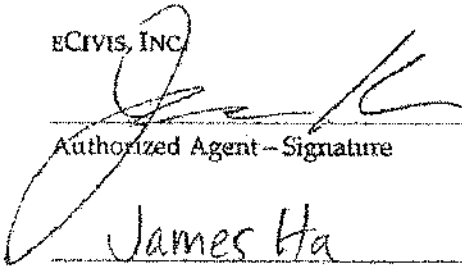
  
KP George

County Judge

9-22-2020

Date

eCIVIS, INC

  
Authorized Agent - Signature

James Ha

Authorized Agent- Printed Name

CEO

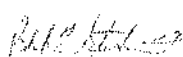
Title

9/15/20

Date

#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 22,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Digitally signed by Ed the Attorney  
DN: cn=#1 Ed's Attorney, o=Fort Bend  
County, c=Auditor's Office,  
email=ed@Attorney.com, c=US  
Date: 2020.09.22 13:48:06 -0700

Robert Ed Sturdivant, County Auditor

Exhibit A: eCivis' Master Service Agreement (Contract No. 12169)

# Exhibit A



## ECIVIS MASTER SERVICE AGREEMENT

Date: 08/20/2020  
Contract No. 12169

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")  
418 N. Fair Oaks Ave. #301  
Pasadena, CA 91103  
Fax: (626) 628-3232  
Sales Contact:  
Keith Gillon

and

Fort Bend County, Texas ("Customer" or "Client")  
4520 Reading Rd.  
Rosenberg, TX 77471  
Phone: 281-633-7769 x7769  
Principle Contact and Master Account Holder:  
Frances Desmond

THIS MASTER SERVICE AGREEMENT AND EXHIBITS ATTACHED HERETO ("AGREEMENT") SETS FORTH THE BUSINESS RELATIONSHIP BETWEEN THE PARTIES AND THE TERMS AND CONDITIONS UNDER WHICH THE FOLLOWING SERVICES ARE PROVIDED TO CLIENT.

WHEREAS, Client desires to engage eCivis to assist Client, and eCivis is willing to assist the Client to reduce costs and maximize revenues from Federal, State and County programs under the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the agreements, condition and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. SCOPE OF SERVICES

eCivis shall provide the services set forth in Exhibit A, Statement of Work, attached hereto (such services, including all reports, documentation and other deliverables, the "Professional Services"). eCivis shall provide all Professional Services on a virtual basis, meaning eCivis will coordinate and provide work remotely to Client unless otherwise provided in the Statement of Work. This Agreement is limited to Professional Services and does not convey any right to use any online, web-based services of eCivis.

### 2. CONSIDERATIONS, COOPERATION, DELAYS

2.1. Each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. Client agrees to provide, or provide access to, all information, files and other resources as reasonably necessary for satisfactory and timely performance of Professional Services.

2.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

2.3. Client acknowledges and agrees that delays in providing material or information resulting in missed grant application deadlines or other deadlines related to eCivis' provision of Professional Services, including Cost Allocation Consulting Services (as defined in Exhibit A attached hereto), do not constitute non-delivery, or untimely delivery, of Professional Services by eCivis under this Agreement. eCivis shall provide a reasonable timeline and mutual deliverables to Client to ensure the delivery of Professional Services.

2.4. Except as may be provided in any Exhibit to this Agreement, Client shall provide to eCivis written acceptance of each Professional Service listed in Exhibit A attached hereto within 5 business days of Professional Services being delivered to Client. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

2.5. Changes to a statement of work under this Agreement, such as changes to the scope of work and any corresponding changes to the estimated fees and schedule, shall require a written change order signed by the parties hereto prior to implementation of such changes.

### 3. FEES AND PAYMENT TERMS

3.1. Fees. Client shall pay all fees specified under this Agreement, including any fees set forth in a statement of work. Except as otherwise specified herein, fees are based on Professional Services provided on a virtual basis, meaning eCivis will coordinate and provide all Professional Services remotely to Client unless otherwise agreed to in writing.

3.2. Invoicing and Payment. Unless otherwise stated in this Agreement, including any Exhibit attached hereto, invoice charge(s) are due Net 6 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information to eCivis and notifying eCivis of any changes to such information. All deposits are nonrefundable.

3.3. Overdue Charges. If any fees are not received from Client by the due date specified in this Agreement, including any Exhibit attached hereto, then at eCivis' discretion, (a) 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, and/or (b) eCivis may condition future payment terms shorter than those specified in Section 3.2 (Invoicing and Payment) or, if applicable, as otherwise stated in any Exhibit to this Agreement.

3.4. Taxes. Unless otherwise stated, eCivis' fees under this Agreement 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"). Client shall be responsible for paying all Taxes associated with Client's purchases hereunder. If eCivis has the legal

Exhibit A

obligation to pay or collect Taxes for which Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides eCivis with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, eCivis is solely responsible for taxes assessable against it based on eCivis' income, property and employees.

3.5. **Incidental Expenses.** Client shall reimburse eCivis for reasonable pre-approved travel and out-of-pocket expenses incurred in connection with the Professional Services.

#### 4. PROPRIETARY RIGHTS AND CONFIDENTIALITY

4.1. **Reservation of Rights in Professional Services.** eCivis reserves all right, title and interest in and to the Professional Services, including all related intellectual property rights and all legally protectable elements or derivative works. No rights are granted to Client hereunder other than as expressly set forth herein.

4.2. **Restriction on Use.** Client shall not (i) permit any third party to access any Professional Services hereunder except as is expressly permitted herein, (ii) create derivative works based on the Professional Services except as authorized herein, (iii) reverse engineer any of the Professional Services or (iv) access the Professional Services in order to build a competitive product or service.

4.3. **Client Data.** Client shall review the accuracy of all data and information submitted by or on its behalf to eCivis in connection with the Professional Services. eCivis shall not be responsible or liable for any inaccuracies in such data or information.

4.4. **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. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. eCivis' Confidential Information shall include the Professional Services, and Confidential Information of each party shall include the terms and conditions of this Agreement, 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 shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation by the Receiving Party 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.

4.5. **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). The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and 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. Neither party shall disclose the terms of this Agreement other than to its affiliates and their respective legal counsel and accountants without the other party's prior written consent.

4.6. **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.

4.7. **Notwithstanding anything else to the contrary contained in this Agreement,** Client acknowledges and agrees that Client shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to eCivis) (a) social security numbers, passport numbers, driver's license numbers or other government issued state or national identification numbers, (b) health insurance card or policy identification numbers, (iii) medical or health information, (iv) financial account numbers, credit card or other payment account information and/or (v) security code passwords (collectively, "Prohibited Information"). eCivis shall have no liability or obligation under this Agreement with respect to any Prohibited Information.

#### 5. WARRANTIES AND DISCLAIMERS; LIMITATION OF LIABILITY

5.1. **eCivis' Warranties.** eCivis warrants that it has validly entered into this Agreement and has the legal power to do so.

5.2. **Client's Warranties.** Client warrants that it has validly entered into this Agreement and has the legal power to do so.

5.3. **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, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

5.4. **Limitation of Liability.** 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) WILL EXCEED THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT OUT OF WHICH THE LIABILITY AROSE, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER. THE FOREGOING SHALL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 3 OR IN ANY EXHIBIT ATTACHED HERETO.

5.5. **Exclusion of Consequential and Related Damages.** 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.

## 6. TERM AND SURVIVING PROVISIONS

6.1. **Term of Agreement.** This Agreement commences the date accepted by Customer (the "Effective Date") and, unless earlier terminated in accordance with Section 6.2, shall expire on 9/30/2023. For the avoidance of doubt and in accordance with Section 6.3 below, Customer's payment obligations with respect to any Professional Services Fee (as defined in Exhibit A) owed to eCivis for any Grant Program (as defined in Exhibit A) for any Contract Year (as defined in Exhibit A) shall survive the expiration or termination of this Agreement.

6.2. **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon written notice if the other party materially breaches this Agreement and fails to cure such material breach within 30 days of the breaching party's receipt of written notice from the non-breaching party specifying such material breach, 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.

6.3 **Surviving Provisions.** Section 3 (Fees and Payment Terms), 4 (Proprietary Rights and Confidentiality), Section 5 (Warranties and Disclaimers; Limitation of Liability), Section 6 (Term and Surviving Provisions), 7 (Governing Law and Jurisdiction), 8 (General Provisions), Section 2 of Exhibit A attached hereto (Payment Terms for Professional Services (Cost Allocation Consulting Services)) and Section 3 of Exhibit A attached hereto (Additional Terms and Conditions for Professional Services (Cost Allocation Consulting Services)) shall survive any termination or expiration of this Agreement.

## 7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas as it applies to a contract made and performed in such state.

## 8. GENERAL PROVISIONS

8.1. **Compliance with Laws; Anti-Corruption.** Client shall comply with all laws and governmental rules and regulations that apply to Client in connection with Client's performance of its obligations and exercise of its rights under this Agreement. Client represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any eCivis 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 Client learns of any violation of the above restriction, Client shall promptly notify Our Legal Department ([legal@ecivis.com](mailto:legal@ecivis.com)).

8.2. **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. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

8.3. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

8.4. **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

8.5. **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.

8.6. **Attorney Fees.** Client shall pay on demand all of eCivis' reasonable attorney fees and other costs incurred by eCivis to collect any fees or charges due eCivis under this Agreement following Client's breach of Section 3 (Fees and Payment Terms) or any other invoicing and payment provisions contained in this Agreement, including any Exhibit attached hereto.

8.7. **Entire Agreement.** This Agreement, including all exhibits and addenda hereto 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.

8.8 **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, eCivis may assign this Agreement in whole or in part, without consent of Client, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

8.9. **Equitable Relief.** The parties agree that a material breach of Section 4 (Proprietary Rights and Confidentiality) would cause irreparable injury to the non-breaching party for which monetary damages alone would not be an adequate remedy, and therefore the non-breaching party shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

8.10. **Publicity.** During the term of this Agreement, eCivis may include Client's name and logo in eCivis' customer lists, including on eCivis' website, provided that any such use shall be subject to Client's prior written consent.

8.11. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart will be deemed an original for all purposes and together with respect to this Agreement will constitute one and the same instrument.

8.12. **Authorized Reseller Status; Option to Purchase Affiliate Products.** eCivis, Inc. is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "eCivis Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). eCivis Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., Questica, CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, You have the option to purchase from either eCivis, as an authorized reseller, or eCivis Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by You and eCivis or You and the applicable eCivis Affiliate.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused to be executed this Agreement as of the Effective Date.

Accepted By: Fort Bend County, Texas

Accepted By: eCivis, Inc.

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(type or print)

Name: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: Fort Bend County Judge

Date: \_\_\_\_\_

• Send invoice to (if different than address above): \_\_\_\_\_

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**EXHIBIT A**  
**Statement of Work**

**1. SCOPE OF PROFESSIONAL SERVICES: COST ALLOCATION CONSULTING SERVICES**

eCivis will provide Professional Services to You to help reduce costs and maximize revenues from Federal and non-Federal grant programs from which You are eligible to receive a reimbursement for indirect costs (each a "Grant Program") for each of the following fiscal years: (i) fiscal year beginning 10/1/2018 and ended 9/30/2019; (ii) fiscal year beginning 10/1/2019 and ended 9/30/2020; and (iii) fiscal year beginning 10/1/2020 and ending 9/30/2021. The Professional Services to be provided by eCivis pursuant to this Agreement shall be limited to, for each of the Fiscal Years, eCivis' (1) review of, and assistance with, Your calculation and negotiation of an indirect cost rate and (2) the preparation and submission, on behalf of You, of documentation with respect to, and processing of, any and all claims for drawdowns of funds to be received by You from Grant Programs for recovered indirect costs (such Professional Services, the "Cost Allocation Consulting Services") for such Contract Years. Parties agree an Amendment to the Scope of Work can be executed, at Customer's discretion, should Professional Services be needed beyond fiscal years stated above.

**eCivis' Cost Allocation Plan Model**

eCivis will use its Cost Allocation Plan Model approach to delivering services for Customer. This proven eight-step process addresses specific milestones, engagement techniques, documentation, and training required to complete the requirements of this project on time and on budget.

eCivis strictly adheres to Uniform Guidance (2 CFR Part 200) when preparing CAPs and ICRPs. eCivis will allocate costs to enterprise and internal revenue funds, departments, grants, and contracts that are:

- o Allowable direct costs that are directly charged to activities, programs, grants, etc.
- o Allowable costs that can be identified as part of more than one program and are prorated individually as direct costs using the base most appropriate to the cost being prorated.
- o Allowable general and administrative costs that are allocated to activities, programs, grants, etc., using a base that results in equitable distribution.

**TASK 1: PROJECT INITIATION**

- o Hold a preliminary conference to review requirements and current allocation plan methods, determine means for eCivis to obtain copies of current cost allocation plan/indirect cost rate documentation, and schedule key meetings with staff.
- o Work with staff to update or refine project scope, purpose, and uses and goals to ensure that the cost allocation plans will be accurate and appropriate for Customer's needs.
- o Review project schedules and answer any questions pertaining to the development of the plans.

**TASK 2: INTERVIEW DEPARTMENTAL STAFF**

- o Conduct interviews with applicable departments to develop service provisions, cost categories, and allocation criteria for current programs.
- o Identify, if possible, any available data that can be incorporated into the ICRP and look for opportunities to simplify data collection in future years.
- o Schedule and hold individual interviews with necessary staff to discuss information needed by our personnel to complete the cost rates. These meetings uncover each department's major functions and provide a framework for allocating costs to all other departments that receive the department's services.
- o Report on other matters that arise in the course of our review and evaluation that, in our professional opinion, Customer should consider. Furthermore, prepare and submit a viable work plan to Customer along with written requests for data, documents, and schedules.
- o Instruct designated Customer personnel in the specifics of indirect costing, including cost analysis and cost flow structuring, statistical collection and development techniques, interviewing, plan summarization and organization, theory of computation, and plan implementation.
- o Conduct periodic monitoring to assure Customer that all allowable cost recoveries are being realized.

**TASK 3: COLLECT DATA AND PREPARE PLANS, METHODOLOGY, AND SUPPLEMENTAL SCHEDULES**

- o Review the Customer's current data collection procedures, allocation bases, indirect cost pools, and methods of distributing costs for appropriateness and identify alternative methodologies that may favorably impact indirect cost recoveries.

- Identify available data which can be effectively incorporated into the ICRP and determine opportunities for simplifying data collection activities for future plans.
- Collect all necessary information from the staff to prepare a draft ICRP, such as revenue and expenditure reports, functional information, and statistical data. A sample list of deliverables that might be requested are as follows:
  - Previous cost allocation plans
  - Expenditures per department (with central service departments broken out in detail)
  - Time of central service department staff, broken out by function
  - Number of full-time equivalents (FTEs) per department
  - Number of payroll checks per department
  - Number of computers per department
  - Number of accounts payable transactions per department
  - Number of general ledger transactions per department
  - Number of audit hours spent per department
  - Number of legal hours billed per department
  - Number of accounting transactions per department
  - Direct labor cost per department for facilities management
  - Square footage by building and occupancy for buildings serviced
  - Any direct billed information for departments paying for services throughout the year
- The ICRP and methodology will be provided electronically in an Excel and/or PDF format. This will enable staff to edit and make updates to the documents.

#### TASK 4: DEVELOP ALLOCATION MEASURES AND STATISTICS

- Develop key service provisions, cost categories, and allocation criteria for future programs.
- Analyze the current and proposed funded programs administered by Customer, the contribution of central services to their operation, and the existing and potential recovery of indirect costs.
- Prepare the plans using an established cost allocation system.
- Develop and prepare supplemental schedules and Indirect cost proposals based on the 2 CFR Part 200 plan for all applicable Customer Departments. The schedules are to illustrate gross indirect costs, direct charges and net indirect costs as well as the computation of carry-forwards and proposed indirect costs, where applicable.
- Develop indirect cost rates for all applicable Customer departments.
- Incorporate strategies and procedures previously implemented by Customer that may be superior, in terms of potential recovery, to strategies and procedures that would otherwise be implemented.

#### TASK 5: REVIEW DRAFT PLANS

- Review the draft proposal with Customer staff, explain methodologies, answer questions, and collaborate on necessary revisions based on staff feedback.
- Meet with department heads to present and discuss the ICRP so there is a clear understanding of the content and assurance of accuracy.
- Meet with additional staff from other departments to answer questions and go over ICRP to ensure complete accuracy in preparation.
- Apply a double apportionment costing methodology to the plans along with showing and verifying all the calculated indirect costs allocated to each individual department.
- Review full overhead cost allocation analysis and ensure it goes beyond the principles contained in OMB 2 CFR Part 200 to identify the total indirect costs incurred by Customer in support of all departments, enterprise funds, special revenue funds and other beneficiaries of service.

#### TASK 6: FINALIZE PLANS

- Update draft based on previous meetings, questions and revisions to produce a finalized ICRP.
- Provide a finalized ICRP with a walk-through report to help demonstrate how costs flow from allocation schedules to the cost exhibit to Customer.
- Review the Final ICRP and verify they comply with the applicable cost principles.

**TASK 7: SUBMIT FOR APPROVAL**

- o Submit the ICRP to applicable agency for approval.
- o If requested, consult with Customer staff should the need arise to defend the Methodology because of audits or other challenges.

**TASK 8: PRESENT ICRP, METHODOLOGY AND SUPPLEMENTAL SCHEDULES**

- o Deliver presentations, as requested, to County leadership and other key stakeholders to facilitate their understanding of the plan and its implications to the County.

**TASK 9: Training for the Implementation of the Indirect Cost Agreement**

- o Deliver training presentation to Customer's key stakeholders that will be utilizing the Cost Allocation Plan.

**TASK 10: PREPARE DRAWDOWNS**

- o Make recommendations regarding which grants drawdowns should be pursued
- o Provide guidance and training to Customer's personnel on preparation and submittal of all drawdown documents based on the grant portfolio.
- o On an as needed basis, prepare drawdown documents on behalf of customer for submittal.

**TASK 11: IDENTIFY IMMEDIATE VS. SUBMISSION FOR APPROVAL OF DRAWDOWNS**

- o Guide the Customer's personnel through determination process to identify funding sources issued for immediate drawdown and/or identify submission requiring funder approval.

**TASK 12: NEGOTIATE WITH GRANT FUNDING AGENCY**

- o Communicate and/or negotiate with funders, on behalf of the customer, for grants that require approval of additional reimbursement based on Negotiated Indirect Cost Rate Agreement (NICRA)

**TASK 13: SUBMIT DRAWDOWNS**

- o On behalf of the customer, submit drawdown documents for reimbursement.

**TASK 14: RECEIPT OF REIMBURSEMENT FROM FUNDERS**

- o Verify with Customer to ensure receipt of reimbursement revenue from funders

**ADDITIONAL TASKS:**

- o Provide Customer, as needed, with up-to-date consultation and instruction relating to the revised guidelines and principles contained in the most current Office of Management and Budget Circular. This should include recommendations for record keeping and other issues regarding the allowability of costs identified by the revised Circular.
- o Respond to questions and assist with providing information responsive to any audit, legislative request, or other inquiry regarding the ICRP.

NOTE: Tasks 10-14 are applicable for subsequent years in which the NICRA can be used:

- October 1, 2021 through September 30, 2022, and
- October 1, 2022 through September 30, 2023

**2. PAYMENT TERMS FOR PROFESSIONAL SERVICES (COST ALLOCATION CONSULTING SERVICES)**

2.1. Cost Allocation Plan Development Fee: Customer shall pay eCivis \$22,000 for the development of a cost allocation plan (the "Development Fee"). eCivis shall invoice upon contract execution and payment is due Net 30 days of invoice date.

2.2. Professional Services Fee: You shall pay eCivis a performance-based fee for the Cost Recovery Services (the "Professional Services Fee"). You shall only be required to pay the Professional Services Fee for a Grant Program for any given Contract Year if You recover for such Grant Program for such Contract Year any reimbursement of indirect costs (the "Reimbursement Amount"). All such Reimbursement Amounts shall be calculated in accordance with U.S. generally accepted accounting principles, and the Professional Services Fee for a Grant Program payable by You to eCivis for any Contract Year shall be equal to 30% of the Reimbursement Amount for such Grant Program for such Contract Year. Notwithstanding Section 1 of this Exhibit A, Statement of Work, promptly after receipt by You of the Reimbursement Amount for a Grant Program, You shall pay eCivis such Professional Services Fee for such Grant Program for the applicable Contract Year within thirty (30) days of receipt by You of the Reimbursement Amount for such Grant Program.

2.3. Should this Agreement be terminated prior to the end of the term as set forth in Section 6.1 of this Agreement, or if You fail or refuse to draw down on the funds that eCivis identifies for recovery within 30 days, you will pay eCivis the lesser of the full commission on the identified amount as

If fully draw down or \$100,000.00. However, if You initially fail to draw down on the funds within 30 days but draw down on them later, you will pay eCivis the full commission over \$100,000 (less payments made).

#### **4. ADDITIONAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (COST ALLOCATION CONSULTING SERVICES)**

Customer (i) shall not engage any third party to provide services similar to the Cost Allocation Services, (ii) shall not directly or indirectly (other than through eCivis) submit or process on Customer's behalf any cost allocation plan (iii) shall not directly or indirectly submit or process on Customer's behalf submit a claim for a drawdown of funds from Grant Programs for recovered indirect costs until eCivis services are complete.

For avoidance of doubt, this Agreement and Scope of Work does not include professional services to assist with the recovery of reimbursements as a result of a newly negotiated indirect cost rate. Upon successful completion of a newly negotiated indirect cost rate, at Customer's discretion, a change order can be submitted for professional services to assist with reimbursement of indirect costs.

The Professional Services to be provided by eCivis under this Agreement are advisory in nature. Although eCivis will be professional and diligent in providing the Professional Services, Customer shall be responsible for confirming the accuracy of all calculations and documentation prepared prior to being submitted on behalf of Customer. Moreover, eCivis does not guarantee that the Professional Services to be provided by eCivis will result in Customer recovering any Reimbursement Amount or any minimum amount of Reimbursement Amount.

**PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: 11:59PM PST, SEPTEMBER 30, 2020.**

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