

## GovWell Order Form

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“GovWell”) and the customer identified below (“Customer”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

<b>Customer:</b> City of Manor, TX	<b>Effective Date:</b>
<b>Customer Contact:</b> Michael Burrell	<b>Contact Email:</b> mburrell@manortx.gov
<b>Contact Phone:</b> (512) 215-8158	<b>Billing Contact:</b>
<b>Billing Email:</b>	<b>Billing Phone:</b>

### 1. SOFTWARE MODULES AND SERVICES.

The table below outlines the GovWell software modules and services included in Customer’s purchase:

Software Module	Description	Annual Subscription Fee	Deployment Services Fees	Data Migration Services	Data Migration Fees
Building Permits & Inspections	Manage building permits, inspections, and plan review.	\$19,000	\$11,400	Data +Files	\$3,850
Planning & Zoning	Online planning & zoning applications, workflow management, and plan review.	\$7,500	\$3,000	Data Only	\$2,125
Code Enforcement	Online citizen complaints + code enforcement case management.	\$7,500	\$3,000	Data Only	\$2,125
Contractor Registration	Manage contractor registration applications and renewals.	INCLUDED	\$0	Data Only	\$1,000
One Time Discount (if contract is signed by 11/14/25)	One Time Discount on Deployment and Data Migration	-	(\$17,400)		(\$9,100)
<b>TOTALS</b>		<b>\$34,000</b>	<b>\$0</b>		<b>\$0</b>

### 2. SCOPE OF WORK.

By signing this Order Form, the Customer agrees to the Scope of Work (“SOW”) attached as Exhibit A.

The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell's obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

Item	Quantity / Scope
Deployment Services	60 hours
Data Migration Services	29 hours
Staff Training	Nine (9) 60-minute sessions conducted via Zoom
Continuous Deployment Services	20 hours / year
Product Support	Included for free.

### 3. INITIAL TERM

The initial term of this agreement shall be three (3) years, beginning on the Effective Date.

### 4. SUMMARY OF FEES AND TERMS

Item	Description
Deployment & Data Migration Services Fees (one-time)	\$0
Annual Subscription Fees	\$34,000
Total Year 1 Cost	\$34,000
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing.  Invoice schedule: <ul style="list-style-type: none"> <li>• \$34,000, invoiced on Effective Date</li> <li>• \$34,000, invoiced on anniversary of Effective Date in 2026</li> <li>• \$34,000, invoiced on anniversary of Effective Date in 2027</li> </ul>
Renewal Procedure	Automatic 1 year renewal term, unless 60-day notice provided prior to renewal date

### 5. TERMS OF SERVICE.

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer's agreement to the Terms of Service located at <http://www.govwell.com/terms> (as amended from time to time, the "**Terms of Service**"). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise

stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

## **6. PROFESSIONAL SERVICES AGREEMENT**

Both parties agree to the terms of the Professional Services Agreement (“PSA”) attached hereto and executed by the parties below. The PSA is incorporated by reference into this Order Form, and in the event of any conflict or inconsistency between this Order Form and the PSA, the terms of the PSA shall govern and control.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

**CUSTOMER:** City of Manor, TX

**GOVWELL TECHNOLOGIES INC.:**

**By (Signature):**

**By (Signature):**

**Name (Printed):**

**Name (Printed):**

**Title:**

**Title:**

**Date signed:**

**Date signed:**

## Exhibit A: Scope of Work

### Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work (“SOW”) outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

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#### 1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer’s use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the “Deployment Services”).

##### 1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer’s goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.
- **System configuration.** GovWell will configure the software to reasonably align with the Customer’s expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer’s requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.
- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.
- **Integration with Geographic Information System (GIS).** GovWell will reach out to the Customer’s designated GIS contact to initiate integration efforts. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data in a timely manner. GovWell’s ability to integrate is directly dependent on the completeness and responsiveness of the information shared by the Customer’s GIS team. Timely access and communication are essential to ensure a smooth integration.
- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell’s integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

## 1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

## 1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

## 1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope)).
- Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.

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## 2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

### 2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.

- Preparation of a written data migration plan for Customer approval.
- One-time import of structured tabular data into GovWell.

## 2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.
- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two main exports: one export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.
- **Meeting participation.** Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.
- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.
- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

## 2.3 Exclusions & Terms

In connection with GovWell’s standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.
- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).
- Digitization of physical documents.
- Transforming scanned or handwritten documents into structured data.
- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.

- Training sessions for Customer residents or the public.
- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

## **2.4 Timelines**

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability—including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under 5 days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g. modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

## **2.5 Limitations**

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

## **2.6 Post-Migration Support and Customer Responsibilities**

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended. GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

## **2.7 Service Hours**

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

## **2.8 Data Security**

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers,
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

## **3. Continuous Deployment & Product Support Services**

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

### **3.1 Overview**

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.



## 3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.
- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

## 4. Out-of-Scope Services & Hourly Rates

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: \$150 per hour
- Data Migration Services: \$200 per hour
- Continuous Deployment Services: \$150 per hour

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter, the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the City of Manor, Texas, a Texas home rule municipality (hereinafter, the “City”) and GovWell Technologies Inc. (hereinafter the “Consultant”).

That, for and in consideration of the mutual terms, conditions and covenants of this Agreement and the accompanying documents between City and Consultant as set forth therein, the City and Consultant agree to the following terms and conditions of Agreement:

I. Other Provisions:

- a. Choice of Law. It is contemplated that this Agreement shall be performed in Travis County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- b. **INDEMNIFICATION.** Consultant hereby expressly agrees to indemnify, protect and hold harmless the City, its officials and employees and its agents and agents’ employees, from and against all claims, suits, demands, costs, causes of action, loss, damage and liability of every kind and nature, including reasonable attorney’s fees, costs and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent that is caused by or results from any act of negligence, intentional tort, intellectual property infringement, failure to pay a subprofessional, or supplier, error or omission of Consultant or any of its subconsultants and/or subcontractors in connection with the performance of services under this Agreement, or failure to pay a subcontractor or supplier committed by Consultant or Consultant’s agent, subconsultant under contract, or another entity over which Consultant exercises control; provided, however, Consultant shall not be responsible for the negligence of any other party, other than its subconsultants and/or subcontractors. The Consultant’s obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement. This Section (Indemnification) shall survive termination and/or completion of this Agreement.
- c. NOTICES. Any and all notices under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by national courier services or U.S. Certified Mail, return receipt requested, addressed as follows (or as amended in writing in the future), or by other commercially reasonable means. Notice may not be given by email alone.

Notice to the City:

City of Manor  
Attn: Scott Moore  
105 E. Eggleston St.  
Manor, TX 78653

Notice to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to :

The Knight Law Firm, LLP  
Attn: Paige Saenz  
223 E. Anderson Lane  
Austin, TX 78752

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- d. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and Consultant and their respective successors, executors, administrators, and assigns. Neither the City nor Consultant may assign, sublet, or transfer his interest in or obligations under this Agreement without prior written consent of the other party hereto.
- e. Compliance with Laws. Consultant 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, Consultant shall furnish the City with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- f. Together with the attached GovWell Order Form, this Agreement and exhibits represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Consultant. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL.
- g. Counterparts. This Agreement may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.
- h. Statutory Verifications.
  - i. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Consultant represents that neither the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
  - ii. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Consultant represents that the Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or

- 2252.153 of the Texas Government Code.
- iii. The Consultant hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).
  - iv. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
  - v. Form 1295. Texas law and the City requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY OF MANOR,**  
a Texas municipal corporation

By: \_\_\_\_\_  
Christopher Harvey, Mayor

Attest:

By: \_\_\_\_\_  
Lluvia T. Almaraz, City Secretary

**CONSULTANT:**

**GOVWELL TECHNOLOGIES, INC.,**  
**a Delaware C corporation**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

