

Benefit Connector Services Agreement

This Agreement for Benefit Connector services (hereinafter referred to as the 'Agreement' or 'Contract') is made effective as of May 7, 2025, by and between City of MANOR Ranch, Texas ("MANOR"), and HUB International Texas, Inc. ("HUB") of 10000 North Central Expressway, Dallas, Texas 75231.

1. DESCRIPTION OF SERVICES. Beginning on May 1, 2025, HUB will provide to MANOR the services described in the attached Exhibit B (collectively, the "Services").

2. PAYMENT. Payment shall be made to HUB International Texas, Inc., Dallas, Texas 75231. MANOR agrees to pay such amount as set forth in the attached Exhibit. Such fees and amount set forth in Exhibit shall be paid net-30 from the date of invoice, or as agreed upon and set forth in the Exhibit. In addition to any other right or remedy provided by law, if MANOR fails to pay for the Services when due, HUB has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Agreement may be terminated by either party upon 60 days prior written notice to the other party. An email notice by one party will suffice.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by HUB in connection with the Services will be the exclusive property of HUB or its vendor. Upon request, MANOR will execute all documents necessary to confirm or perfect the exclusive ownership of HUB to the Work Product.

5. CONFIDENTIALITY. HUB, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of HUB or divulge, disclose, or communicate in any manner, any information that is proprietary to MANOR, HUB and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by MANOR of these confidentiality obligations which allows HUB to disclose MANOR's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

6. WARRANTY. HUB shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in HUB's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to HUB on similar projects.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract. However, as detailed in Paragraph 18, the provision of Services is necessitated and relies upon the accurateness and completeness of data provided by MANOR not HUB. If such delivery of Services is at fault due to the inaccurate or untimely data provided by MANOR, such action or omission shall not be considered a breach on the part of HUB, but rather on MANOR.

8. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall

select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any Texas court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

11. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

14. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Texas.

15. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. LIMITATION FO LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HUB BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE/ON - LINE SYSTEM OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF HUB OR ITS VENDORS/AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, HUB MAXIMUM CUMMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES (IF ANY). BECAUSE SOME STATES AND JURISDICTION DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. FURTHERMORE, ANY LIABILITY ON THE EMPLOYER/MANOR FOR VIOLATIONS OF HIPAA AND/OR THE AFFORDABLE CARE ACT AS IT RELATES TO THE SERVICES DETAILED IN EXHIBIT A SHALL BE THE SOLE RESPONSIBILITY OF MANOR AND NOT THE LIABILITY OF HUB.

18. MANOR DATA & RESPONSIBILITY. In providing the Services as detailed in Exhibit A, it is the MANOR's responsibility to provide accurate, timely and correct data for purposes of the Services being provided by HUB. HUB relies on such timely and accurate data and shall not be held responsible for any liability whatsoever as it relates to the data provided by MANOR to HUB. Furthermore, MANOR shall cooperate with HUB in the performance of its Services hereunder, including, without limitation, providing HUB with reasonable and timely access to data, documents, information, and personnel of the MANOR as it may reasonably relate to the Services rendered hereunder. The MANOR shall be responsible for the representations and the accuracy and completeness of all data and information provided to HUB for purposes of the performance of Services hereunder.

{signature page to follow}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

CITY OF MANOR:

By: _____

Name: Dr. Christopher Harvey

Title: Mayor

Date: May 7, 2025

HUB International Texas, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B

The following services detailed below shall be provided to MANOR by HUB, or its vendors or affiliates, beginning on the date specified in the Agreement and MANOR shall pay HUB the amount set forth in this Exhibit.

Services:

- Benefit Connector Services
 - On-line enrollment system
 - Testing for ACA Compliance

Fees:

- For the Services listed above, the following fees shall apply:
 - \$6.25 per employee per month for the On-line enrollment system
 - Set-up Fee/Integration Fee
 - Waived
- Other miscellaneous or itemized fees shall be as follows:
 - 6055/6056 Reporting
 - \$50 Set up Fee
 - \$5.00 per 1095 C Form (invoiced in January). Employee count will be the normal count in the month of January.
 - \$1.80 per 1095 C form for mailing fulfillment per year (*invoiced in January and subject to change based upon current pricing*). *This is not required as of 1/1/2025*. MANOR can manually distribute the forms should they choose.