

STATE OF TEXAS  
COUNTY OF WALLER

## **AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND EUNA SOLUTIONS, INC. FOR A CLOUD-BASED E-PROCUREMENT PLATFORM**

This Agreement for a cloud-based e-Procurement platform and related services (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and Euna Solutions, Inc. (“Contractor”), a Delaware corporation, with its principal place of business at 1155 Perimeter Center W., Unit 500, Sandy Springs, Georgia 30338 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, pursuant to Texas Local Government Code Chapter 271, Subchapter F, the County may participate in a cooperative purchasing program with another local government of Texas or another State, or with a local cooperative organization of Texas or another State;

WHEREAS, Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities;

WHEREAS, County is a member of Sourcewell;

WHEREAS, GTY Technology Holdings, Inc. was awarded a contract with Sourcewell, contract number 060624-GTH, in accordance with applicable law for certain goods and services;

WHEREAS, GTY Technology Holdings, Inc. became Euna Solutions, Inc. and provides products and services under Sourcewell contract number 060624-GTH; and

WHEREAS, the County desires to purchase, and the Contractor desires to sell certain goods and services; and

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase;

WHEREAS, the County and Contractor desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

### **SECTION 1. AGREEMENT**

- 1.1 Services to be Performed: The goods and services to be provided are contained in the Contractor's proposal ("Proposal") attached hereto as Exhibit A, and which Contractor represents and warrants is in accordance with Sourcewell Contract 060624-GTH. Contractor shall perform the services as described in, and in accordance with Exhibit A.
- 1.2 Contract Documents: The following documents constitute the "Contract Documents":
- a. This Agreement;
  - b. Sourcewell Contract 060624-GTH together with all of its attachments and appendices,;
  - c. The Proposal, attached hereto as Exhibit A; and
  - d. The Texas Certifications, attached hereto as Exhibit B; and
  - e. Contractor's End User License Agreement attached hereto as Exhibit C.

All of the Documents referred to in this Section 3 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) Sourcewell Contract 060624-GTH with all of its attachments and appendices, 3) the Proposal, 4) the Texas Certifications and 5) Contractor's End User License Agreement.

- 1.3 Additional Terms and Conditions: The terms and conditions in this Agreement apply to this Agreement, and are in addition to the terms and conditions Contract Number 060624-GTH. This Agreement is not intended to conflict with or diminish the terms and conditions of Sourcewell Contract Number 060624-GTH.

## **SECTION 2. DESIGNATED REPRESENTATIVES**

- 2.1 County's Designated Representatives: The County designates the Procurement Director as the Designated Representative with regard to the services performed under this Agreement.
- 2.2 Contractor's Designated Representatives: Contractor designates Ivar Gragtmans as its Designated Representative with regard to the services performed under this Agreement.
- 2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

## **SECTION 3. CONTRACTOR'S OBLIGATIONS**

- 3.1 Time for Performance: Contractor shall provide the services as provided herein immediately upon execution of the Agreement, and throughout the term specified in Section 5.
- 3.2 Contractor's Performance: Contractor shall be responsible for conducting its activities in order to achieve the performance of the Agreement. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to perform the services in accordance with the terms and conditions of this Agreement.

- 3.3 Conference and Cooperation: Contractor shall confer with the County or the Designated Representative on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.
- 3.4 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to perform the services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.

#### **SECTION 4. CONTRACT PRICE**

- 4.1 Total Fee: In consideration of the services to be performed by the Contractor under the terms of this Agreement, the County shall pay Contractor a fee for services actually performed in an amount not to exceed fourteen thousand four hundred and twenty-six dollars (\$14,426.00).
- 4.2 Payment: The County agrees to pay Contractor for goods and services the amount identified in Section 4.1 according to the terms and conditions of this Contract. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

#### **SECTION 5. TERM AND TERMINATION**

- 5.1 Agreement Term: The term of this Agreement shall begin on the Effective Date and continue for a one (1) year period (the “Term”), unless either Party terminates this Agreement in accordance with its terms.
- 5.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 5.3 Termination for Failure to Perform: Intentionally Omitted.
- 5.4 Termination for Insolvency and Bankruptcy: Intentionally Omitted.
- 5.5 Termination for Cause or Convenience: Intentionally Omitted.
- 5.6 Notice of Termination: Intentionally Omitted.
- 5.7 Opportunity to Cure: Intentionally Omitted.
- 5.8 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate under the Agreement.
- 5.9 Prorated Refund: Intentionally Omitted.

#### **SECTION 6. NO EXCLUSION OR PAYMENT**

- 6.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

#### **SECTION 7. RECORDS AND AUDITS**

- 7.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

## **SECTION 8. INTERPRETATION**

- 8.1 Interpretation: This Agreement controls over any other document, order form, purchase order, end user license agreement, terms, or conditions in regard to the services to be performed hereunder.

## **SECTION 9. SITE INSPECTION AND COORDINATION**

- 9.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

## **SECTION 10. WARRANTIES**

- 10.1 Warranties: Contractor provide warranties to the County as required by Sourcewell Contract 060624-GTH.

## **SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.**

- 11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

## **SECTION 12. INDEPENDENT CONTRACTOR.**

- 12.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

## **SECTION 13. INDEMNITY.**

- 13.1 **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 ANY OTHER PARTY; THEREFORE, ALL REFERENCES OF ANY KIND TO THE COUNTY INDEMNIFYING, HOLDING OR SAVING HARMLESS**

**ANY PERSON, ENTITY, OR ORGANIZATION FOR ANY REASON WHATSOEVER ARE HEREBY DELETED. INTENTIONALLY OMITTED.**

**SECTION 14. INSURANCE REQUIREMENTS**

- 14.1 **Insurance Limits and Required Certificates:** Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Euna Solutions, Inc., the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:
- a. All insurance coverages required under Sourcewell Contract 060624-GTH, provided that the required limits of insurance are consistent with Texas law requirements. If Texas law requires higher limits of insurance for the insurance types required by Sourcewell Contract 060624-GTH, Contractor shall obtain insurance that meets the requirements of Texas law.
- 14.2 **Additional Insured:** Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.
- 14.3 **Certificates of Insurance:** Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
- 14.4 **No Decrease in Liability:** The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
- 14.5 **No Cancellation or Modification:** Contractor shall not cancel or materially modify the limits of insurance required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

**SECTION 15. ASSIGNMENT**

- 15.1 **Assignment:** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Intentionally Omitted.

**SECTION 16. MISCELLANEOUS PROVISIONS**

- 16.1 **Recitals:** The Recitals are incorporated into this Agreement.
- 16.2 **Jurisdiction and Venue:** This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 16.3 **Right of Review:** The County or the Designated Representative may review and inspect any and all of the services performed by Contractor under this Agreement. The is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees

to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.

- 16.4 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
- 16.5 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 16.6 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Party seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither Party shall be liable for any loss, damage, or penalty resulting from delays or failures in performance resulting from force majeure events, including any obligation of County to make payments to EUNA hereunder.
- 16.7 Non-Appropriation: Intentionally Omitted.
- 16.8 Equitable Relief: Each Party acknowledges and agrees that a breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages may not be an adequate remedy and agrees that, in the event of such breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without the requirement to post a bond or other security. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

- 16.9 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 16.10 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 16.11 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 16.12 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 16.13 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 16.14 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.
- 16.15 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 16.16 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 16.17 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.
- 16.18 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Each party shall also provide the other party with a courtesy copy of the required notice by email. Mailed notices shall be deemed

received three (3) business days after the notice is placed in the mail with proper postage paid. A notice is only effective if it complies with the requirements of this section. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge  
425 FM 1488

Hempstead, Texas 77445

To Contractor:

Attn: Legal  
1155 Perimeter Center West  
Suite 500  
Sandy Springs, GA 30338

**COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
Carbett "Trey" Duhon, III  
Waller County Judge

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

  
\_\_\_\_\_  
Anthony Berry  
Director, Sales

Date: Friday, June 20<sup>th</sup> 2025



# The leading eProcurement Solution Purpose-built for the Public Sector

Prepared for: Waller  
County TX

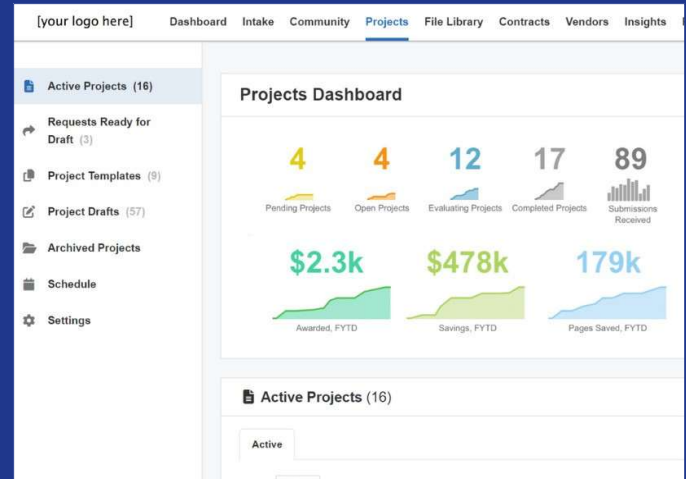
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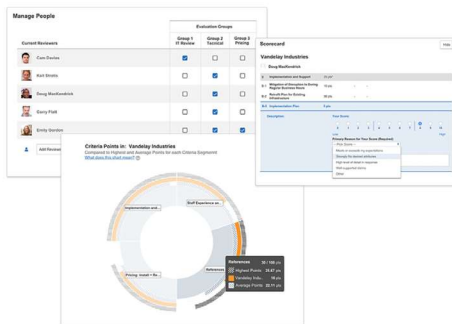
**EUNA**  
solutions

# A personalized proposal for [Waller County TX]

The following proposal has been personalized based on the unique challenges and goals of your agency based on several in-depth conversations with your procurement team.



## Sourcing



PROPOSED

Euna Sourcing is your one-stop shop for all solicitations—whether they're simple price-only bids, or complicated, multi-faceted RFPs.

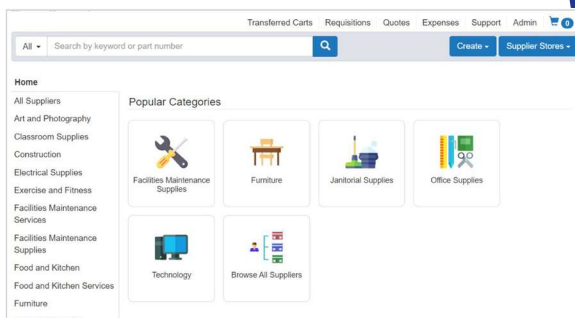
## Contracting



PROPOSED

Euna Contracting enables you to stay on top of your active agreements and proactively assess supplier performance and stakeholder satisfaction.

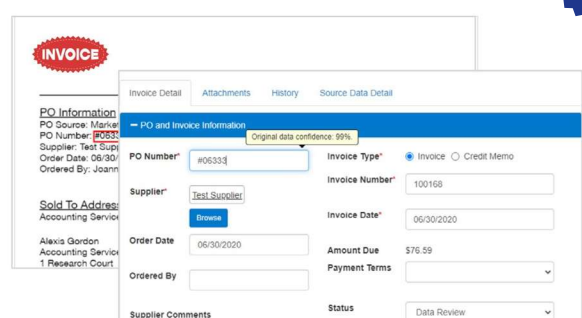
## Marketplace



NOT PROPOSED

Ensure compliant spend by providing staff with a centralized shopping marketplace filled with approved suppliers and pre-negotiated pricing.

## Invoicing



NOT PROPOSED

Streamline the receiving, transcription, and reconciliation of invoices, making the entire process more efficient and secure.

Dear Waller County TX,

At Euna Solutions, our mission is clear: We exist to build trust and enable transparency in our communities. We believe that technology has the power to transform government operations, making them more efficient, open, and responsive to the needs of the people they serve.

As your trusted partner, we are dedicated to delivering solutions that empower government organizations to operate with greater clarity, accountability, and efficiency. Our innovative software is designed to simplify complex processes, enhance decision-making, and foster stronger connections with your constituents.

We understand the unique challenges you face, and we are here to help you navigate them with confidence. By working together, we can achieve a more transparent, trusted, and inclusive future for the communities you serve.

I look forward to welcoming you to the Euna family!

Sincerely,



Tom Amburgey,  
CEO, Euna Solutions

“It’s really the ease of use, the utility of Euna Procurement, the reliability of it, and how much quicker it is for the project manager to get from evaluation to signing a contract. It’s made things more efficient.”

**Michale Brinton**  
Contracts Manager

“The Euna team is absolutely amazing to deal with.”

**Janice Verhagen**  
Procurement Manager

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“This has been a win-win-win; across every segment of our vast territory, rural and urban alike, the number of [RFx] submissions has gone up. Our member boards now have the ability to monitor and plan for every stage of the procurement process. And our buyers are focused on high value work.”

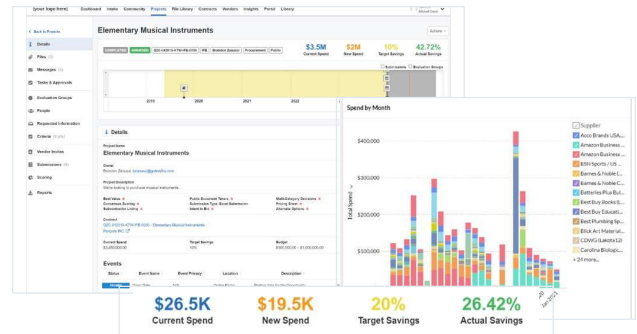
**Lori Letourneau**

Director, The Centre d'excellence en approvisionnement (CEA), FRANCOachat

## A Full-Cycle Procurement Solution

Purpose-built for the public sector

Elevating public procurement professionals from being known as task managers and red tape to strategic partners



### Reduce procurement cycle times

Leverage the power of efficient workflows paired with community collaboration to scale your productivity and result without compromising on quality or compliance.

**2X**  
FASTER PROJECTS



### Maximize your spend

Tap into the largest supplier network in North America to increase competition, lower prices, and ensure best-value decisions. Optimize everyday spend with our AI-powered Savings Advisor to combat rising costs.

**8.7%**  
AVERAGE COST SAVINGS



### Ensure compliance and reduce risk

Proactive guardrails, error checkers, workflows, and more solidify confidence that you are upholding the integrity of all procurement processes. Air-tight audit trails provide you with the proof to back it up.

**3X**  
RETURN ON INVESTMENT

# Equipping you with the tools you need at each step of the procurement process

Powered by the collective power and resources of the Buyer and Supplier Networks, Euna Procurement boasts the most comprehensive procurement solution that is purpose-built for public procurement.



QUICK IMPLEMENTATION



EASY TO USE



AWARD-WINNING SUPPORT

## Buyer Network

- ✓ Peer RFX library
- ✓ Cooperative contact library
- ✓ User meetups

## Supplier Network

- ✓ Solicitation distribution
- ✓ Diversity tracking
- ✓ Registration management

### Sourcing

#### Enable smarter, faster sourcing

Euna Sourcing is your one-stop shop for all solicitations—whether they're simple price-only bids or complicated, multi-faceted RFPs.

### Contracting

#### Track contracts and monitor performance

Euna Contracting enables you to stay on top of your active agreements and proactively assess supplier performance and stakeholder satisfaction.

### Marketplace

#### Make on-contract shopping effortless

Ensure compliant spend by providing staff with a centralized shopping marketplace filled with approved suppliers and pre-negotiated pricing.

### Invoicing

#### Automate the invoice to payment process

Streamline the receiving, transcription, and reconciliation of invoices, making the entire process more efficient and secure.

## Supplier Management

Registration

Notifications

Communication

Performance

Storefronts

## Platform

Analytics

Workflows

Integrations

Approvals

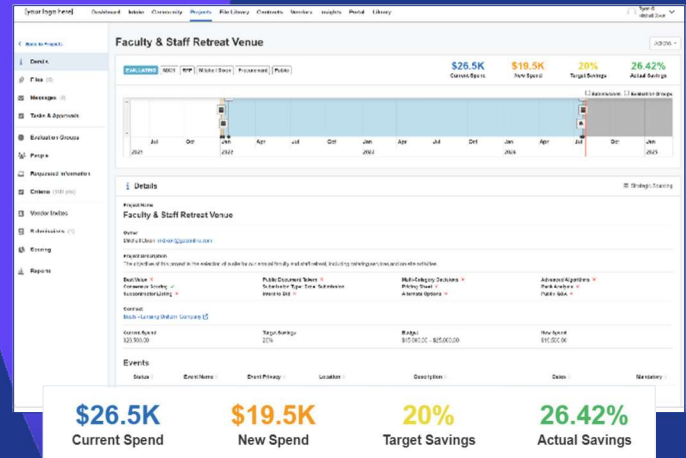
Templates

# Draft, issue, evaluate, and award bids faster than ever

Whether you're issuing price-only bids or complicated, multi-faceted solicitations, Euna Sourcing—part of Euna Procurement—is your one-stop-shop for all solicitations.

**850,000+**  
SHARED SUPPLIERS

**60,000+**  
SHARED RFX TEMPLATES



**REQUEST FOR PROPOSALS**  
RFP #2203  
For  
Software Development Software Engineering Services  
Proposal due date: [Proposal end date]  
[Department Requesting]

## Draft solicitations quickly and collaboratively

Streamline your RFP build with powerful tools to store, manage, and collaborate on documents and approvals—all inside Euna Sourcing.

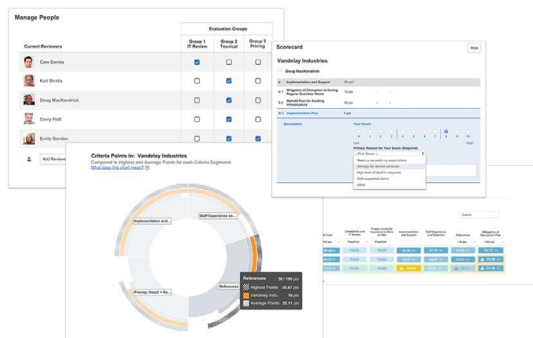
- ✓ Centralize document storage
- ✓ Leverage a collaborative editor

## Collect, tabulate, and analyze responses

Automatically tabulate and sort supplier offers, aided by data visualizations to help you run powerful pricing scenarios to make more strategic sourcing decisions.

- ✓ Collect all relevant documents and data
- ✓ Compare apples-to-apples quickly

| Item                    | Selected | Unselected |
|-------------------------|----------|------------|
| 1. Building Renovation  | Selected | Unselected |
| 2. Building Renovation  | Selected | Unselected |
| 3. Building Renovation  | Selected | Unselected |
| 4. Building Renovation  | Selected | Unselected |
| 5. Building Renovation  | Selected | Unselected |
| 6. Building Renovation  | Selected | Unselected |
| 7. Building Renovation  | Selected | Unselected |
| 8. Building Renovation  | Selected | Unselected |
| 9. Building Renovation  | Selected | Unselected |
| 10. Building Renovation | Selected | Unselected |



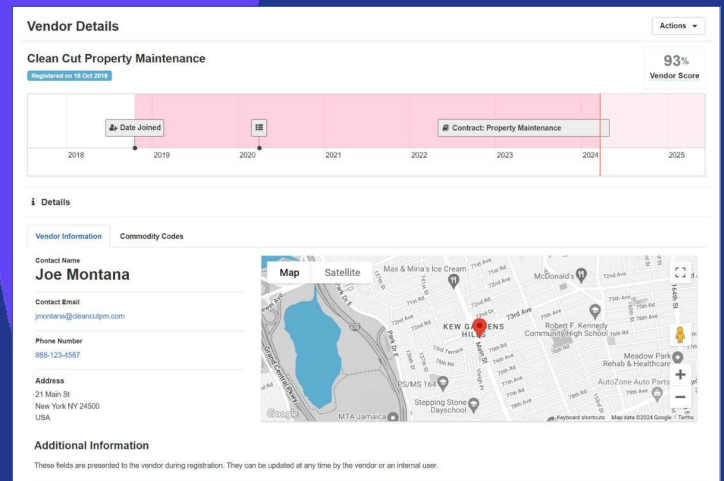
## Evaluate and award responses with ease

Organize and group stakeholders in your RFP process to manage document access, streamline evaluations, and provide a central location for reviewing, scoring, and meeting deadlines.

- ✓ Deploy customizable scorecards
- ✓ Identify lack of consensus quickly

## Build stronger supplier relationships

Whether you're approving a new registration, tracking the performance of an awarded supplier, or anything in-between, Euna Supplier Management—part of Euna Procurement—provides you with the confidence you need to effectively manage suppliers.



## Streamline supplier registration

A streamlined, self-service supplier registration process makes it easy for suppliers to register and do business with your agency. Quickly collect required documents, supplier information, and more from local and national suppliers.

- ✔ Customizable registration
- ✔ Supports automatic and manual approvals

## Set suppliers up for success

Equip your suppliers with the tools and support needed to grow their business. This promotes greater supplier engagement and builds strong, mutually beneficial relationships.

- ✔ Free solicitation notifications and responses
- ✔ Free storefronts for selling on the marketplace

★ Performance Surveys (1) Hide Create

Surveys Scores

Select a survey: Captive Construction TM: Customer Service Feedback

**Captive Construction TM: Customer Service Feedback**

Next Survey: June 7th 2020 Frequency: Monthly Survey Start: May 7th 2020 Survey End: Never  
Contract: MX16- Construction Services for Building Development

87% Survey Score

| Respondent    | Date Submitted | How likely are you to recommend the following company to a friend or colleague?<br>/ 10 | How is the customer service of Captive Construction TM?<br>/ 5 | How professional are the employees of Captive Construction TM?<br>/ 5 |
|---------------|----------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------------------|
| Sean Wilson   | 3 days ago     | 8 / 10                                                                                  | 4 / 5                                                          | 4 / 5                                                                 |
| Meghan Wahab  | 2 days ago     | 10 / 10                                                                                 | 5 / 5                                                          | 4 / 5                                                                 |
| Kyle Champion | 4 days ago     | 8 / 10                                                                                  | 4 / 5                                                          | 3 / 5                                                                 |

## Monitor performance and mitigate risk

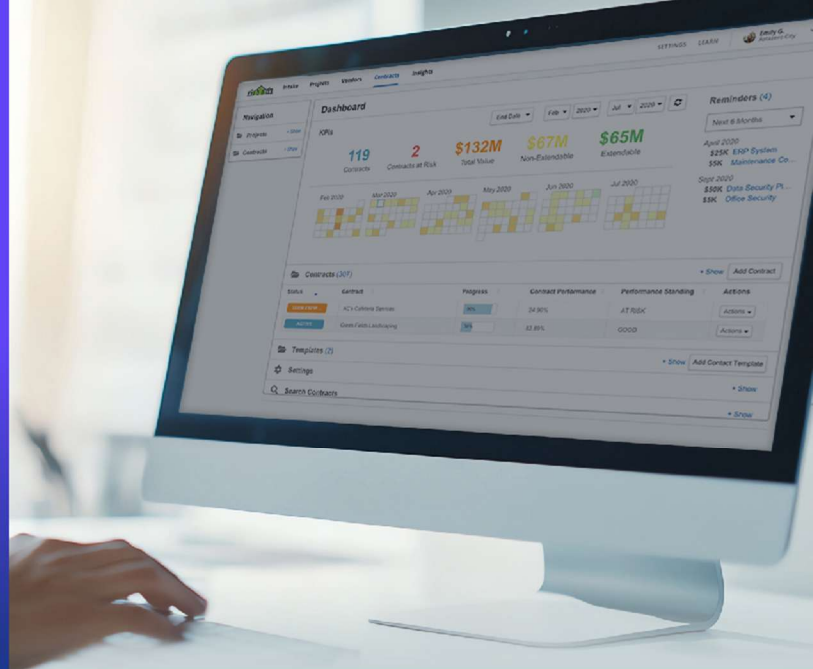
Continually monitor supplier performance and give yourself plenty of lead-time to go back to market when suppliers miss the mark or stakeholder expectations aren't met.

- ✔ Customizable performance surveys
- ✔ Proactive performance warnings

# Reporting and Analysis

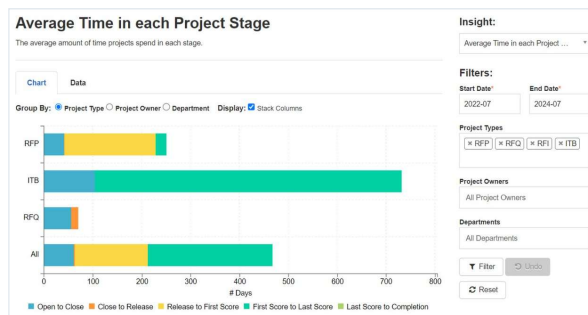
Satisfy stakeholders and simplify compliance, audits, and analysis with built-in metrics and real-time visual dashboards.

Monitor workload, see projects in your pipeline, manage approval workflows, and easily report on key metrics. Euna reporting captures information in a wide variety of categories to support transparency and evidence-based decision-making.



## Sourcing

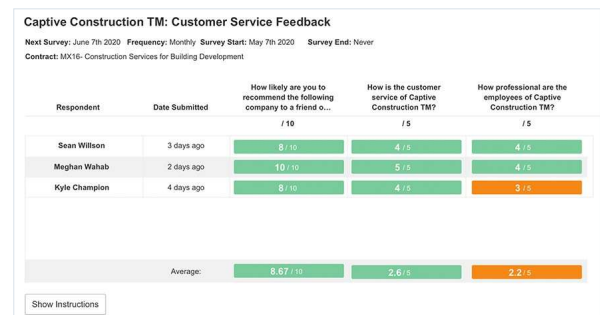
### Popular reports



- ✓ Cost avoidance
- ✓ Solicitation engagement
- ✓ Workload visibility
- ✓ Workflow tracking

## Contracting

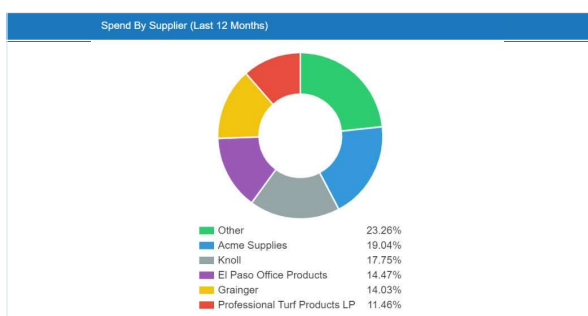
### Popular reports



- ✓ Contract forecasting
- ✓ Supplier performance
- ✓ At-risk contracts
- ✓ Workflow tracking

## Marketplace

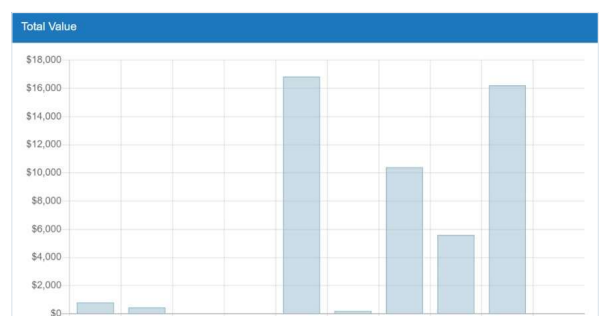
### Popular reports



- ✓ Spend against contract
- ✓ Spend by supplier
- ✓ Cost savings
- ✓ Spend by department

## Invoicing

### Popular reports



- ✓ Invoice status
- ✓ Exceptions
- ✓ Line item data

# Security you can trust

Euna Procurement has been trusted with billions of dollars in purchasing decisions by thousands of public and private sector organizations in North America. We recognize the sensitive and mission-critical nature of your use of Euna Procurement, and we apply enterprise-class security standards to keep your data safe from unauthorized access.



## SOC 2 Compliant

Euna meets or exceeds the requirements for security, availability, and confidentiality trust criteria for managing customer data established by The American Institute of CPAs (AICPA).



## General Data Protection Regulation (GDPR) Compliant

Euna is committed to helping our users understand the rights and obligations governed by the General Data Protection Regulation (GDPR). Our tools and processes ensure our compliance with GDPR requirement and help our customers comply, too.



## Texas Risk and Authorization Management Program (TX-RAMP)

Euna has achieved TX-RAMP Provisional Certification and is working towards full certification.

### Encrypted data transmission and storage

We use 128-bit SSL encrypted connections only, and data stored on our servers is always encrypted.

### Multiple redundancies

All our data gets backed up to a remote, physical location, with built-in redundancy should a backup fail. Your data is safe, always.

### User permission checks

Every view and action in Euna triggers a behind-the-scenes user permission check, making sure the user is allowed to proceed.

### Failover and disaster recovery

Even in the very unlikely event of a widespread power outage or other disaster that impacts Euna servers, our geographically distant backup systems will take over, so your organization isn't affected.

# Tap into the power of public procurement's greatest resource: fellow procurement professionals



Join the fastest growing network of public procurement teams that are proactively sharing templates, resources, best practices, and more to help each other achieve more, spend less, and best serve their communities.



**850,000+**  
SHARED SUPPLIERS



**60,000**  
PROJECT AND RFX TEMPLATES



**70,000**  
COOPERATIVE CONTRACTS



## Peer RFP and template library

Never start another RFP, RFI, or other solicitation from scratch again. A vast library of real-world documents that others have used successfully gives your organization a running start on every procurement project it undertakes.



## Cooperative contract library

Explore and leverage a library of over 70,000 piggybackable contracts from your peers. This helps you avoid the rigorous solicitation process by leveraging the work completed by other sourcing professionals.



## User meetups and industry events

Regional user meetups and industry events bring together colleagues and peers in a given area to increase learning, collaboration, and build relationships.



## Shared supplier network

Gain access to the largest qualified supplier network in North America to supercharge solicitation distribution and improve vendor diversity.

## Crush supplier diversity goals by tapping into the largest and fastest growing network of **active suppliers**



Unlock the most expansive, built-in supplier network for the public sector, that moves beyond simply notifying already registered suppliers by tapping into the largest government sourcing network in North America.



**850,000+**  
SHARED SUPPLIERS



**95%**  
OF SUPPLIERS RECOMMEND US



**65%**  
FEWER SUPPLIER DISQUALIFICATIONS

### Supercharge solicitation outreach and distribution

Accessing relevant suppliers in the click of a button allows you to:

- ✓ Reach more qualified suppliers with no extra work
- ✓ Boost vendor registration and engagement by expanding outreach
- ✓ Engage with more DBEs in a way that wasn't possible before



## Award-winning supplier experience

The transition to a new eProcurement solution often raises questions about how easy it will be to adopt. That's where Euna's expertise comes in, making Euna the preferred bid invitation software for 9/10 suppliers serving the public sector.

"Euna Procurement is my favorite portal. I actually recommend you to our local government."

**Euna Supplier Customer**

Ensure higher quality submissions, more competition for your organization's business, and a smoother bidding process by communicating key dates, documents, frequently asked questions, and more to the largest network of registered suppliers.



**8**

MINUTE AVERAGE  
SUBMISSION TIME



**\$100**

SAVED PER  
SUBMISSION V. PAPER



**95%**

OF SUPPLIERS RECOMMEND  
EUNA PROCUREMENT



**65%**

FEWER SUPPLIER  
DISQUALIFICATIONS



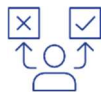
### Supplier recruiting and invitation

Personalized invitations to your agency's existing supplier pool communicate the benefits of Euna and instruct them how to sign-up.



### Supplier education

Hundreds of product support articles and videos online and displayed directly on the supplier submission screens guide vendors throughout the process.



### Self-service supplier portal

An interface as intuitive as the one your own buyers will use helps suppliers submit bids in minutes, making them happy and saving your people from having to assist them.

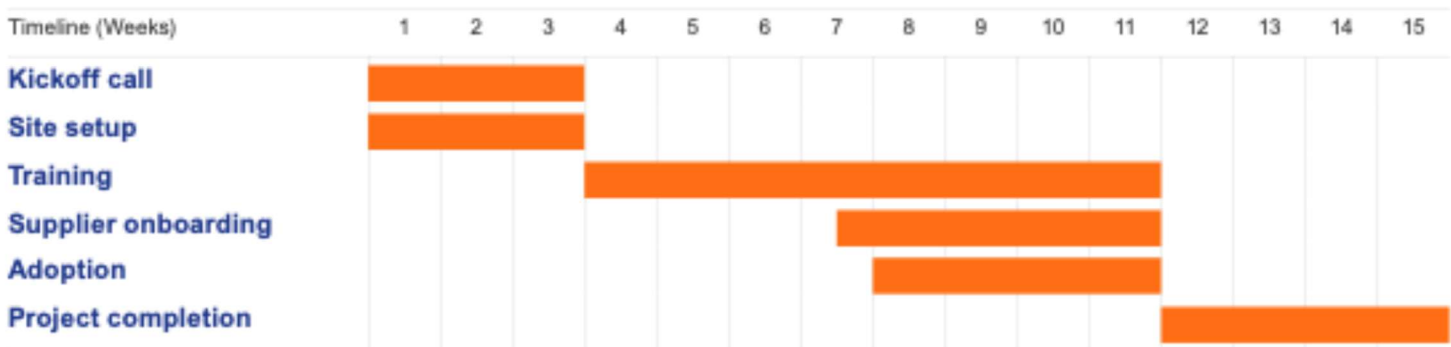


### On-call product support

Phone and email support is available for fast response to questions and issues – Monday-Friday, 8am-8pm ET.

## Defining your path to a successful implementation

- ✓ Tailored to your needs
- ✓ Optimized adoption for stakeholders and suppliers
- ✓ Quick time-to-value
- ✓ Built on the best practices of thousands of successful implementations



### Kickoff call

A dedicated Implementation Manager works closely with your team to understand your needs, build a plan for success, and answer any questions you may have.

### Site setup

We configure the Euna Procurement solution to align with your existing process, goals, and desires to ensure you get the most out of the solution.

### Training

Leverage a mix of webinars, videos, articles, and hands-on training to help you best understand these core elements:

- Solicitation creation
- Evaluation setup
- Supplier communication
- Scoring and awarding
- Bid tables and pricing sheets
- Questionnaires
- Supplier management
- And more

### Supplier onboarding

A communication campaign is launched to your existing suppliers to notify them of your new bidding portal and prompt them to register with your agency. Comprehensive training resources put suppliers at ease.

### Adoption

We guide you through projects completed in this stage with extra support and coaching to ensure project success and to maximize your confidence in the use of the solution.

### Project completion

Concluding your successful implementation you will be introduced to our Customer Success and Support team for future support needs.

\* This timeline reflects the average implementation process. However, actual implementation time may be longer or shorter based on agency needs and goals.



42%

WORKLOAD TIME  
REDUCTION



3

EQUIVALENT  
FULL-TIME EMPLOYEES



74%

PROCESS TIME  
REDUCTION



125

PROJECTS UNTIL  
PAYBACK PERIOD



Sourcing

\$91,321  
Time Savings

\$34,395  
Competition Savings

45%  
Cycle Time Reduction

26%

5,934  
Hours Saved

7.8%  
Competition Boost

\$125,324  
Total Savings



Grand Total

\$91,321  
Time Savings

\$34,395

\$125,324  
Total Savings

26%

\* The information above represents an estimate of the projected savings based on reported savings from similar agencies. Your actual savings may vary.

| ORDER DETAILS          |             |
|------------------------|-------------|
| Plan Type              | Annual Term |
| Currency               | USD         |
| Annual Term Start Date | TBD         |
| Annual Term End Date   | TBD         |
| Billing Cycle          | Annual      |
| Data Location          | USA         |

| CUSTOMER DETAILS |                                 |
|------------------|---------------------------------|
| Agency           | Waller County TX                |
| Address          | 425 FM 1488 Hempstead, Tx 77445 |
| Attention        | Jamie Kover                     |
| Email            | j.kovar@wallercounty.us         |
| Prepared by      | Dan Elliott                     |
| Date             | 6/10/2025                       |

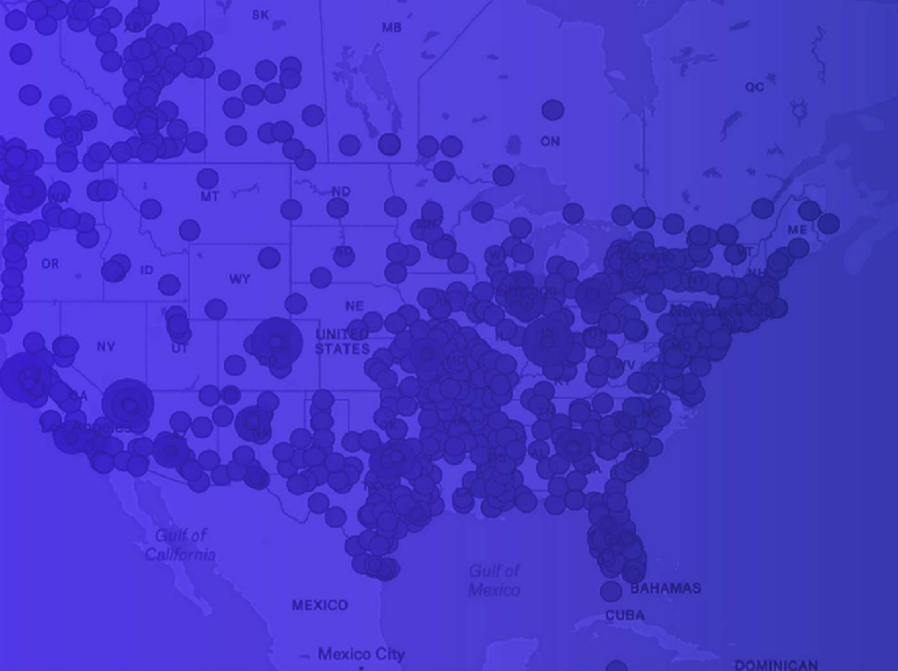
| QUANTITY  | DESCRIPTION                                                                    | RATE                 | AMOUNT             |
|-----------|--------------------------------------------------------------------------------|----------------------|--------------------|
| Unlimited | <b>Euna Sourcing</b>                                                           | \$5,770.00           | \$11540.00         |
|           |                                                                                |                      |                    |
|           |                                                                                |                      |                    |
|           | Community Projects and Templates                                               | Included             |                    |
|           | Unlimited Edit and Review                                                      | Included             |                    |
|           | User Licenses for Departmental Collaborators                                   |                      |                    |
|           | <b>Premium Care</b><br>(Maintenance/Hosting, Upgrades, On-going Support, etc.) | Included             |                    |
|           |                                                                                |                      |                    |
|           | <b>Implementation</b> (one-time fee)                                           | \$2,886.00           | \$2,886.00         |
|           |                                                                                |                      |                    |
|           |                                                                                |                      |                    |
|           |                                                                                |                      |                    |
|           |                                                                                |                      |                    |
|           |                                                                                |                      |                    |
|           |                                                                                |                      |                    |
|           |                                                                                | <b>ANNUAL TOTAL:</b> | <b>\$14,426.00</b> |

## SIGNATURE & EXECUTION:

The Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions outlined at <https://www.sourcwell-mn.gov/cooperative-purchasing/060624-GTH>:

|               |       |           |
|---------------|-------|-----------|
| <b>Agency</b> |       |           |
| _____         | _____ | _____     |
| Date          | Name  | Signature |
| <b>Euna</b>   |       |           |
| _____         | _____ | _____     |
| Date          | Name  | Signature |





Trusted by more than  
3,400 public sector teams

Join North America's largest and fastest-growing government sourcing network.



"Euna Procurement provides us with efficiency, time savings, money savings, and it's very pleasing and helpful to our end users."

**Lisa Phillips**  
Purchasing Director  
Arlington ISD



## **CERTIFICATION OF PROVISIONS APPLICABLE IN TEXAS**

### **RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A of the Texas Government Code establishes certain requirements applicable to bidders who are not Texas residents. Under the statute, a “resident” bidder is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A “nonresident” bidder is a person who is not a Texas resident. Please indicate the status of your company as a “resident” bidder or a “nonresident” bidder under these definitions.

Please mark one of the following:

☐ I certify that my company is a Resident Bidder.

☒ I certify that my company is a Nonresident Bidder.

If your company is a Nonresident Bidder, you must provide the following information for your resident state (the state in which your company’s principal place of business is located):

|                      |                                       |          |
|----------------------|---------------------------------------|----------|
| Euna Solutions, Inc. | 1155 Perimeter Center West, Suite 500 |          |
| Company Name         | Address                               |          |
| Sandy Springs        | GA                                    | 30338    |
| City                 | State                                 | Zip Code |

A. Does your resident state require a bidder whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? \$\_\_\_\_\_ or \_\_\_\_\_%



## **NO ISRAEL BOYCOTT CERTIFICATION**

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2271). Accordingly, this certification form is included to the extent required by law.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Contractor does not boycott Israel and will not boycott Israel during the term of any contract between Contractor and the County, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

Company Name

Brenna Lenchak (Jun 19, 2025 11:08 EDT)

Signature of Authorized Company Official

Brenna Lenchak

Printed Name

## **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.123. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Contractor is not on the Texas Comptroller's list identified above; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

Company Name

Brenna Lenchak (Jun 19, 2025 11:08 EDT)

Signature of Authorized Company Official

06/19/2025

Date

Brenna Lenchak

Printed Name



## **NO ENERGY COMPANY BOYCOTT CERTIFICATION**

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

“Boycott Energy Companies” 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 on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Contractor does not boycott energy companies and will not boycott energy companies during the term of this contract, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

06/19/2025

Company Name

Date

[Brenna Lenchak \(Jun 19, 2025 11:08 EDT\)](#)

Brenna Lenchak

Signature of Authorized Company Official

Printed Name



## **NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION**

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) 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:

- (a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
- (b) 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.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.

By signature below, I certify and verify that Contractor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

\_\_\_\_\_  
Company Name

[Brenna Lenchak \(Jun 19, 2025 11:08 EDT\)](#)

\_\_\_\_\_  
Signature of Authorized Company Official

06/19/2025

\_\_\_\_\_  
Date

Brenna Lenchak

\_\_\_\_\_  
Printed Name



## **CERTIFICATION ON INDEBTEDNESS TO COUNTY**

Pursuant to Local Government Code 262.0276, and the Order Adopting Contracting Rules for Persons Indebted to County adopted on September 10, 2014, Waller County will not enter into any contract(s) with any person, business, or any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Waller County that is indebted to the County.

Please provide the following information:

Taxpayer Identification Number (TIN): 99-4080810

Waller County Property Accounts: Real Estate N/A Personal Property N/A

Contractor hereby certifies that they do not owe a debt to Waller County, Texas.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Euna Solutions, Inc.

06/19/2025

Company Name

Date

A handwritten signature in blue ink, appearing to read "Brenna Lenchak", is written over a horizontal line.

[Brenna Lenchak \(Jun 19, 2025 11:08 EDT\)](#)

Brenna Lenchak

Signature of Authorized Company Official

Printed Name



## **CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION** **(FORM 1295)**

Texas Government Code §2252.908 requires that a business entity submit a disclosure of interested parties at the time it submits a signed contract to Waller County. This includes new, amended, extended, or renewed contracts that:

- (1) Require an action or vote by the Commissioners Court before the contract may be signed;
- (2) Have a value of at least \$1 million; or
- (3) Are for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305.

A Contractor must:

- (1) Go to: <https://www.ethics.state.tx.us/filinginfo/1295/> and follow the instructions to submit an electronic filing application. If you already have an account then you may log in and proceed with the process.
- (2) Complete and print a copy of the form which will contain a unique certification number.
- (3) Have an authorized agent sign the printed copy of the form.
- (4) Include the completed Form 1295 with your Proposal when it is submitted to Waller County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations.)

**\* If Texas Government Code §2252.908 does not apply because of a reason provided by Texas Government Code §2252.908(c), please complete the following certification:**

I certify that Texas Government Code §2252.908 does not apply to this contract between Contractor and County because the contract is exempted by Texas Government Code §2252.908(c).

**Euna Solutions, Inc.**

Company Name

A handwritten signature in blue ink, appearing to read "Brenna Lenchak", is written over a horizontal line.

[Brenna Lenchak \(Jun 19, 2025 11:08 EDT\)](#)

Signature of Authorized Company Official

**06/19/2025**

Date

**Brenna Lenchak**

Printed Name

## Exhibit C - End User License Agreement

This SAAS and Services Agreement, including all documents referenced and incorporated below and the Order Form which by this reference is incorporated herein (collectively, this “**Agreement**”), is a binding agreement between Euna Solutions, Inc. (referred to as “**Licensor**” or “**EUNA**,” as part of the EUNA brand) and the entity identified on the Order Form as the Customer (“**Customer**”). EUNA and Customer are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.” The Parties agree as follows:

LICENSOR PROVIDES THE SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE AND DOCUMENTATION SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND FULLY COMPLIES WITH THEM. BY CHECKING THE “ACCEPT” BOX ON THE ORDER FORM OR ISSUING A PURCHASE ORDER AFTER REVIEWING THESE TERMS YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE OR PROVIDE THE SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE OR OTHER DELIVERABLE TO CUSTOMER AND YOU MUST NOT DOWNLOAD, USE OR ACCESS THE SAAS OFFERING, SOFTWARE OR DOCUMENTATION OR OTHERWISE RECEIVE THE PROFESSIONAL SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR CUSTOMER’S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT WITHOUT AN APPLICABLE ORDER FORM AND PAYMENT OF ALL REQUIRED FEES, COSTS AND AMOUNTS. THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE OR DOCUMENTATION THAT CUSTOMER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR’S SAAS OFFERING, SOFTWARE OR DOCUMENTATION.

### 1. Definitions.

- a. “**Diagnostic Data**” means all aggregated and de-identified information that EUNA’s systems or applications automatically collect regarding Customer’s use of the SAAS Offering and its performance, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.
- b. “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.

- c. **“Confidential Information”** means any information relating to a Disclosing Party (as defined in Section 9), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as “confidential” or “proprietary,” or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.
- d. **“Customer Data”** means, other than Diagnostic Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.
- e. **“Deliverable”** means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.
- f. **“Documentation”** means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.
- g. **“Fees”** means the fees set forth in the applicable Order Form.
- h. **“Intellectual Property Rights”** (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.
- i. **“Law”** means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States or Canada depending on Customer location, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.
- j. **“Order Form”** means the order form between the Parties that incorporates this Agreement.
- k. **“Public Facing Software”** means a portion of the Software made available by the Customer to members of the general public.
- l. **“SAAS IP”** means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Diagnostic Data and any information,

data, or other content derived from EUNA's monitoring of Customer's access to or use of the SAAS IP but does not include Customer Data.

m. **"SAAS Offering"** means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

n. **"Professional Services"** means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form ("Statement of Work"), if applicable.

o. **"Term"** has the meaning set forth in Section 10 a.

p. **"Third-Party Products"** means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.

2. Professional Services. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.

3. Software Subscription.

a. Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.

e. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense,

assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or products required to enable Customer to access or use the SAAS Offering each a ("Service Suspension"). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured. EUNA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

g. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer's use of the SAAS Offering and collect and compile Diagnostic Data. As between EUNA and Customer, all right, title, and interest in Diagnostic Data, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Diagnostic Data based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Diagnostic Data publicly available in compliance with applicable Law, and (ii) use Diagnostic Data to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA's privacy policy which is available upon request and online at <https://Eunasolutions.com/privacy-policy/>. EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.

#### 4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA's provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

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

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, US Customers shall pay the Fees in US dollars within thirty (30) days from the date of the applicable invoice and Canadian Customers shall pay the fees in CAD dollars within thirty (30) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.

6. Service Levels and Support.

a. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in the provided service level documentation posted from time to time on EUNA's website (the "**Service Level Policy**").

b. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation posted from time to time on EUNA's website (the "**Support Services Policy**").

c. Updates. EUNA reserves the right to modify the Service Level Policy and Support Services Policy from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Policy, EUNA shall not have any obligation to provide support services to any third parties.

7. Representations, Limited Warranties, and Disclaimer.

a. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.

b. Warranties for Professional Services. EUNA warrants that it will perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

c. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any warranties, representations or guarantees regarding uptime or availability of the SAAS Offering except to the extent specifically included in the applicable Service Level Policy. THE FOREGOING WARRANTIES, REPRESENTATIONS AND GUARANTEES DO NOT APPLY AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY FAILURE IN PERFORMANCE CAUSED BY THIRD-PARTY PRODUCTS.

d. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties, representations and guarantees in this Agreement shall be as follows:

(i) EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within sixty (60) days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties, representations and guarantees shall be the re-performance of the relevant Professional Services free of charge to the extent the breach was caused solely by EUNA. The foregoing remedy shall not be available unless Customer provides written notice of such breach (which notice reasonably describes the breach and the deficiencies identified by Customer) within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(iii) For any such breach involving a failure to meet the commitments in the Service Level Policy, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Policy.

e. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## 8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. If any derivative work is created by Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Diagnostic Data. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such

Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.

d. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.

e. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or similar designation under other Laws, (ii) information that causes EUNA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as "sensitive information," "private information," or like designation (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

f. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

g. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

## 9. Confidentiality.

a. Generally. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) except as permitted in this Agreement, not disclose any such

Confidential Information to any person or entity, except to the Receiving Party's representatives (including EUNA's affiliates and third party service providers) who need to know the Confidential Information to assist the Receiving Party, act on its behalf, or to exercise its rights or perform its obligations under this Agreement. The obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information of the Disclosing Party.

b. Permitted Disclosures. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to establish a Party's rights under this Agreement, including to make required court filings. If a Receiving Party is faced with judicial or governmental action to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permissible, notify the Disclosing Party forthwith and, at the Disclosing Party's request, provide reasonable assistance in opposing such action at the Disclosing Party's cost and expense.

c. Destruction. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy all copies of the Disclosing Party's Confidential Information in its possession or control and upon request certify in writing to the Disclosing Party that such Confidential Information has been destroyed, provided, however, that a Receiving Party may retain Confidential Information relevant to any pending or threatened litigation or governmental investigation and EUNA may retain Customer's Confidential Information in accordance with its information retention policies and Section 15.a, below.

d. Irreparable Harm. Each Party acknowledges that Confidential Information may constitute unique, valuable, proprietary and trade secret information of the Disclosing Party, and that unauthorized disclosure thereof by the Receiving Party may cause irreparable injury to the Disclosing Party. Accordingly, each Party acknowledges and agrees that monetary damages may not be adequate in the event of a default of this Article 9 and, therefore, that the Disclosing Party may be entitled to injunctive or other affirmative relief, without such constituting an election of remedies, and that the Disclosing Party will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article 9, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

e. Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.

#### 10. Term, Termination, and Survival.

a. Term. The term of this Agreement (the "**Term**") commences on the Effective Date of this Agreement and will continue in effect for as long as there is an outstanding Order Form in place. Each Order Form will continue for the applicable term listed in such Order Form until terminated by either Party in accordance with this Agreement. The termination or expiration of an Order Form will not affect or otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

b. User Subscriptions. All user subscriptions in an Order Form shall automatically renew for an additional one-year at the end of the then current subscription term listed on the Order Form, unless the Customer gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

c. Termination for Convenience. Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a “**SaaS Recovery Amount**” equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

d. Termination for Cause. In addition to any other express termination right set forth in this Agreement:

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

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

e. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any Professional Services and Customer shall immediately discontinue use of the SAAS Offering. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

f. Non-Appropriation. In the event Customer does not appropriate funds at any time during the Term, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were made without penalty or expense to Customer, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Customer’s fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, and (b) Customer has exhausted all funds that were appropriated to pay EUNA.

g. Survival. Sections 3.g, 4, 5, 7, 8, 9, 10, 11, 12, and 14-34 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 11. Indemnification.

a. EUNA Indemnification.

(i) EUNA SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ("LOSSES") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("THIRD-PARTY CLAIM") THAT THE SAAS OFFERING OR PROFESSIONAL SERVICES, OR ANY USE OF THE SAAS OFFERING OR PROFESSIONAL SERVICES IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES EUNA IN WRITING OF SUCH THIRD-PARTY CLAIM, COOPERATES WITH EUNA, AND ALLOWS EUNA SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF SUCH THIRD-PARTY CLAIM.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit EUNA, at EUNA's sole discretion, to (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and Professional Services and provide a pro rata refund to Customer. If EUNA determines that none of these alternatives is reasonably available, EUNA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

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

b. Customer Indemnification. INTENTIONALLY OMITTED.

c. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND EUNA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROFESSIONAL SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## 12. Limitation of Liability.

a. IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL EUNAS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT

BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.

c. UNDER NO CIRCUMSTANCES SHALL EUNA HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CUSTOMER DATA THAT IS INPUTTED INTO THE SAAS OFFERING.

13. Press Release. The Parties may issue a joint press release announcing the launch of the SAAS Offering and Customer's use thereof. Such press releases shall be subject to Customer's approval. Additionally, during the Term, EUNA may list Customer as a customer of EUNA, and Customer grants EUNA a non-exclusive, royalty-free, worldwide license to use any trademarks, service marks, or trade names of Customer in order to display such marks on EUNA's website and marketing materials.

14. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, (i) in the case of EUNA, the Customer Data, and (ii) in the case of Customer, the SAAS IP.

15. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Customer may request that EUNA remove Customer Data from EUNA's production systems. Customer acknowledges that as part of a commercially reasonable backup strategy, EUNA does maintain long term archival backups that may continue to contain Customer Data after termination of this Agreement. EUNA agrees not to utilize such archival backups for the specific purpose of accessing Customer Data after termination of this Agreement, unless specifically authorized to do so by Customer.

b. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.

16. Authorized Reseller Status; Option to Purchase Affiliate Products. GTY Technology Holdings Inc. is the parent company to multiple other SaaS companies under the Euna brand, including Euna Solutions, Inc. in the U.S. (such subsidiaries, "Affiliates"). These Affiliates sell purpose-built products and services for the public sector ("Affiliate Products"). As of the Effective Date, Affiliates include Euna Solutions

Inc., CityBase Inc., and Streamlink Software Inc. dba Amplifund. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate's additional product terms and will have the opportunity to review and consent to such terms. 17. Entire Agreement. This Agreement, including and together with the Order Form referencing this SAAS and Services Agreement, and any Statements of Work, policies, and other documents referenced and incorporated herein or in the Order Form, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the Order Form followed by the Service Level Policy shall supersede and control. To the extent the Order Form links to legal terms other than this SAAS and Services Agreement or a Statement of Work, those terms shall not apply.

18. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address in the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). For Notices to EUNA, [legal@Eunasolutions.com](mailto:legal@Eunasolutions.com) shall be sent a courtesy email notification. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

19. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent. In such an event, EUNA shall provide Customer with thirty (30) days written notice.

23. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

24. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Professional Services and the provision of the SAAS Offering. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Professional Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

25. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

26. Choice of Law.

a. **US CUSTOMERS:** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Delaware, United States of America.

b. **CANADIAN CUSTOMERS:** The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.

27. Choice of Forum.

a. **US CUSTOMERS:** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Delaware, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Delaware. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

b. **CANADIAN CUSTOMERS:** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the Province of Ontario, and any appellate court from

any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the Province of Ontario. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

28. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

29. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

31. Force Majeure. “**Force Majeure Events**” means events beyond a Party’s reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in Laws), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective and the impact has been remediated.

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

33. Government Use. The SAAS Offering, Documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the foregoing will be only those specified in this Agreement. Customer’s rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

34. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.