

BLUEDAG, LLC
MASTER DEVELOPMENT AGREEMENT
FOR CUSTOM SERVICES WITH SAAS SUBSCRIPTION

This Master Development Agreement for Custom Services with a SAAS Subscription (this "Agreement") is dated June 20, 2019 (the "Effective Date") and made by and between BlueDAG, LLC ("Developer") and City of Seguin, Texas ("Client").

BACKGROUND

A. Pursuant to a SAAS Subscription Agreement, dated June 10, 2019, by and between Developer and Client, (the "SAAS Agreement"), Client has subscribed for certain software and related services from Developer.

B. In connection with the SAAS Agreement, Developer and Client desire that Developer perform certain development work for Client to create certain materials, which may include Applications, user interface designs, and related items for the benefit of Client all on the terms and conditions of this Agreement and pursuant to Statements of Work (as defined below) which may be agreed upon by the parties from time to time.

The parties hereto, intending to be legally bound, hereby agree as follows:

Section 1 Definitions.

For the purposes of this Agreement, the following definitions shall govern (and where the context so admits the singular shall include the plural and vice versa):

1.1 "Acceptance" or "Accepted" means, with respect to each Deliverable, Client's agreement that the Deliverable complies with the Specifications applicable to such Deliverable.

1.2 "Application" means an application listed on the Statement of Work including any future Updates and Bug corrections thereto developed by Developer, either alone or jointly with others. Applications can be application software to operate on computers or mobile applications to operate on mobile devices, as indicated on the applicable Statement of Work. Applications include the Software.

1.3 "Bug" A reproducible coding error that causes an unexpected defect, fault, flaw, or imperfection in an Application. In other words, if any Application does not perform as the developers intended, it is most likely a bug. Any unspecified feature or modification is not a bug, and will be reviewed for addition to a future release at the developer's discretion.

1.4 "Change Order" means a document signed by both parties recording any changes to the Statement of Work that have been mutually agreed by the parties.

1.5 "Client Content" means the deliverables identified in the Statement of Work as being provided by Client under this Agreement.

1.6 "Confidential Information" shall have the meaning given to the term in Section 8.

1.7 "Deliverables" means the deliverables identified in the Statement of Work as being provided by Developer under this Agreement, and including without limitation any Application and/or Documentation.

1.8 "Delivery Schedule" means the milestones and schedule for development and provision of the Deliverables or Client Content, as set forth in the Statement of Work.

1.9 "Development Fees" means the development fees as set forth in Exhibit B, as it may be amended from time to time.

1.10 "Developed Information" means (i) all of the Deliverables; (ii) any modifications or any derivatives at the Client Content; and (iii) any other intellectual property created, invented, made, conceived or reduced to practice in the performance of the Services, or otherwise arising or resulting from the Services, or as a modification, derivative work, enhancement or improvement of the Deliverables, but excluding any Prior And Excluded Inventions.

1.11 "Documentation" means any materials developed by Developer, either alone or with others, pertaining to any Application, including without limitation, development logs, schematics, and user manuals.

1.12 "Intellectual Property Rights" means any and all now known or hereafter known tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights and moral rights; (ii) trademarks and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other intellectual property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license or otherwise, and (iv) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in the foregoing).

1.13 "Object Code" means computer-programming code in machine readable form, which may be provided substantially or entirely in binary form.

1.14 "Prior and Excluded Inventions" means inventions, discoveries, developments, improvements, works of authorship and trade secrets which have been made or conceived or first reduced to practice by Developer alone or jointly with others prior to the Effective Date or that are developed for Client or other clients of Developer after the Effective Date and are of a generally applicable nature, such as subroutines, classes, modules, add-ons, schemas, etc., that are not specific to Client's business, industry or Deliverables, and which Developer elects to include in Deliverables. Prior and Excluded Inventions shall include, without limiting the generality of the foregoing, all inventions, discoveries, developments, improvements, works of authorship and trade secrets that are the SAAS Services described in the SAAS Agreement.

1.15 "Software" means the software for any Application on the Statement of Work, including the Object Code form and Source Code form, including any future Updates and Bug corrections thereto developed by Developer, either alone or jointly with others.

1.16 "Services" means the services to be provided by Developer hereunder as further described in the Statement of Work, including without limitation, any Support Services, subject to any change thereto effected by Change Order.

1.17 "Source Code" means a collection of computer instructions possibly with comments written in human readable computer programming code.

1.18 "Specifications" means the technical and functional specification of the Deliverables, as set forth set forth in the Statement of Work.

1.19 "Statement of Work" means the statement of work attached hereto as Exhibit A for (i) the delivery of the Client

Content and (ii) the development and delivery of Deliverables and the Services.

1.20 "Support Services" means the support services with respect to the Deliverables to be performed by Developer, as set forth on Exhibit C or in a Support Services Agreement referenced in Exhibit C.

1.21 "Term" means the contractual term of this Agreement which shall commence on the Effective Date and conclude on the date of delivery and Acceptance of the final Deliverable hereunder and completion of the Support Services, if any, described on Exhibit C, unless terminated earlier in accordance with this Agreement.

1.22 "Update" means a modification to any Deliverable, which incorporates corrections of Bugs or bug fixes and which also provides functional or performance improvements, as provided to Client pursuant to the Support Services.

Section 2 Development.

2.1 Development. Developer shall develop and provide the Deliverables to Client in accordance with the terms and conditions of this Agreement, including without limitation, the Statement of Work. Developer shall provide each of the Deliverables in accordance with the Delivery Schedule.

2.2 Client Content. Client shall provide the Client Content to Developer in accordance with the terms and conditions of this Agreement, including without limitation, the Statement of Work.

2.3 Changes to the Statement of Work. Either party may request a Change Order by submitting a written request for a Change Order to the other party. The parties shall review any Change Order request made by the other party in good faith and report to the submitting party in writing: (i) whether such change is technically feasible; and (ii) if technically feasible, the reasonable impact on the Delivery Schedule; and (iii) any necessary revision to the Statement of Work, including, Without limitation, the Services, Deliverables or an increase or reduction of the Development Fees, as appropriate. Except as otherwise provided in this Agreement, neither party shall be under any obligation to accept the terms of any requested Change Order. If the terms of a proposed Change Order are mutually agreed upon by the parties, such Change Order shall be signed by both parties. After execution of a Change Order by both parties the amendments detailed therein shall be incorporated into the Statement of Work and shall form part of this Agreement.

2.4 Client Obligations. If Client fails: (i) to deliver the Client Content or (ii) to provide Developer with necessary information and cooperation that may be required to enable Developer to provide the Services, and such failure prevents Developer from meeting any of Developer's obligations under this Section 2, then Developer shall be permitted to reasonably extend any relevant deadlines in the Delivery Schedule by Change Order, and, if Developer incurs additional costs to provide the Services as a result of such failure by Client, then Client shall pay such increased costs reasonably incurred on a time and materials basis.

2.5 Acceptance. Client shall review each Deliverable within five (5) business days after receipt of such Deliverable from Developer to ensure compliance with the applicable Specifications and Acceptance Criteria (if any) identified in the Scope of Work. Before the end of such five (5) business day review period, Client shall report to Developer, whether or not the subject Deliverable is Accepted by Client. If Client does not report to Developer within such five (5) business day review period, such Deliverable shall be deemed Accepted by Client. If Client believes any Deliverable does not comply with the applicable Specifications, Client shall provide Developer with details as to the noncompliance within such five (5) business days review period. If necessary to meet the applicable Specifications, Developer shall modify the Deliverable so that it is compliant. The

parties shall repeat the above process until the Deliverable complies with the applicable Specifications.

2.6 Location. Unless otherwise agreed by the parties, Development work shall be performed at location of Developer's discretion, expected to be Developer's primary office. Implementation of Deliverables may be at Client's location as required or appropriate.

Section 3 Ownership.

3.1 Ownership of Deliverables. All right, title and interest, including without limitation, Intellectual Property Rights in and to any and all of the Developed Information, are, and at all times remain, the sole property of the Developer. Client's rights to the Developed Information are limited to those granted by the SAAS Agreement.

3.2 Ownership of Client Content. Client shall have and retain all right, title and interest in and to the Client Content and all modifications and derivatives thereof.

3.3 License to Client Content. Client hereby grants to Developer a limited license to reproduce, display, modify and perform the Client Content for the Term and as otherwise necessary for Developer to provide the Services to Client.

3.4 Further Assistance. Client covenants and agrees to assist Developer as reasonably necessary in every proper way to obtain, prosecute and enforce any rights, including without limitation, Intellectual Property Rights, in and to the Developed Information in any and all jurisdictions throughout the world. To that end, Client will perform any further acts and execute and deliver all documents for use in applying for, obtaining and defending such rights thereon and enforcing same, as Developer may reasonably request, together with any assignments thereof to Developer.

3.5 Developer Remedies. At any time that Client does not possess a valid rights to any Developed Information pursuant to the SAAS Agreement, Developer may, in its sole discretion, disable, deny access to or otherwise prohibit Client from using such Developed Information or Prior and Excluded Inventions.

Section 4 Support Services.

Support services are to be defined in Exhibit C, if applicable to the scope of work.

Section 5 Payments.

5.1 Fees. Fees shall be paid by Client pursuant to the schedule and terms set forth on Exhibit B. Exhibit B may be amended from time to time upon mutual agreement of the parties in connection with a revised Statement of Work or Change Order, or otherwise, such amendment to Exhibit B to be indicated by the parties signature thereon.

5.2 Costs. Developer will be responsible for Developer's out-of-pocket expenses including local travel (defined as within the Sacramento metro area) and local telephone calls that Developer incurs in connection with the Services. Client will reimburse Developer for out-of-area travel (airfare, ground transport, and lodging). Meals and incidentals will be billed at a flat rate of \$150.00 per person per day. Developer will invoice Client for such expenses at the conclusion of each travel period, and Client will pay within thirty (30) days of invoice. Developer may, in its sole discretion, require prepayment by Client of any expenses to be incurred by Developer in connection with the Services.

Section 6 Representations and Warranties of Developer.

6.1 Representations and Warranties. Developer represents, warrants and covenants to and with Client that (i) Developer will use Developer's commercially-reasonable efforts and reasonable skill in performing the Services for Client; (ii) Developer has the right and power to enter into and perform Developer's obligations under this Agreement; (iii) the execution

and performance of this Agreement by Developer will not infringe any rights, including, without limitation, any Intellectual Property Rights of any third party; (iv) Developer has and will have sufficient right, title and interest in and to each of the Deliverables to make the conveyances set forth in Section 3; and (v) the execution and performance of this Agreement by Developer will not contravene any existing provision of any agreement, applicable law, statute, decree, rule or regulation to which Developer is subject, nor any judgment, decree, order, permit, consent or authorization applicable to Developer.

Section 7 Indemnity.

7.1 Developer Indemnity. Developer shall indemnify, defend and hold Client harmless from and against any and all suits, liabilities (including attorneys' fees), costs or proceedings against Client arising from or related to any claim that any of the Deliverables (but specifically excluding Client Content) infringe or misappropriate any Intellectual Property Right of any third party.

7.2 Client Indemnity. Client agrees that it will, at its own expense, defend all suits or proceedings instituted against Developer insofar as they are based on any claim arising out of or related to (i) the Client Content or (ii) the use of the Deliverables by Client.

7.3 Indemnity Conditions. The party to be indemnified under this Section 7 shall (i) provide the indemnifying party with written notice of the claim; (ii) grant the indemnifying party control of the defense and all negotiation of any settlement or compromise of the claim; and (iii) provide all necessary information and reasonable assistance in the indemnifying party's defense of such claim.

7.4 Limitation of liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. Developer's maximum liability to Client for any obligations or damages arising with respect to the matters set forth herein, including, without limitation, Section 7.1, shall be limited to the amount paid by Client to Developer with respect to the Deliverable(s) giving rise to such damages.

Section 8 Confidentiality and Non-solicitation.

8.1 Client Confidential Information. As to Client, "Confidential Information" shall mean the terms of this Agreement, the Client Content, the Deliverables, and any technical and non technical information related to Client's business and current, future and proposed products and services, including without limitation, information concerning research, development, formulas, algorithms, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans.

8.2 Developer Confidential Information. As to Developer, "Confidential Information" shall mean the terms of this Agreement, and any technical and non technical information related to Developer's business and current, future and proposed products and services, including for example and without limitation, information concerning research, development, formulas, algorithms, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans, provided however, that Developer's Confidential Information, shall not include (i) the Deliverables; or (ii) the Prior and Excluded Inventions to the extent incorporated into the Deliverables or necessary for any aspect of their use.

8.3 Protection and Preservation. The receiving party (the "Recipient") shall hold all of the Confidential Information of the disclosing party (the "Discloser") in trust and confidence and

treat such information with at least the same degree of care as the Recipient accords to Recipient's own confidential information of the highest sensitivity, but in no event less than a reasonable level of care. Notwithstanding the foregoing, Recipient shall have the right to disclose Discloser's Confidential Information: (i) to Recipient's officers, directors, employees, attorneys and auditors, who have a need to know the same, provided the same are bound by written confidentiality obligations at least as strict as those set forth in this Agreement; (ii) to the extent necessary to comply with an order of an administrative agency or court of competent jurisdiction; or (iii) to enforce Recipient's rights under this Agreement. Provided, however, that prior to a disclosure pursuant to subsection (ii) or (iii) above, Recipient shall provide written notice thereof to Discloser in sufficient time to enable Discloser to seek a protective order or otherwise prevent such disclosure.

8.4 Exclusions. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known or available to the public; (ii) is rightfully acquired by Recipient before receiving the information from Discloser and Without restriction as to use or disclosure; (iii) is hereafter rightfully furnished to Recipient by a third party, without restriction as to use or disclosure; (iv) is independently developed by employees of Recipient who did not have access to Discloser's Confidential information; or (v) is generally made available to third parties by Discloser without restriction on disclosure.

8.5 Return of Confidential Information. Upon termination or expiration of this Agreement, Recipient shall upon request return to Discloser all of Discloser's Confidential Information, and all copies thereof, and shall permanently erase all Confidential Information stored by or for Recipient in electronic, optical or any other form.

8.6 Terms and Existence of this Agreement. In addition to the confidentiality obligations stated above, neither party shall issue any press release of or publicly reference this Agreement Without the other party's prior written consent. In connection with any public disclosure or filing with any governmental agency, including without limitation, the Securities Exchange Commission and the Internal Revenue Service, each party agrees to seek confidential treatment of the terms and conditions of this Agreement to the extent permitted by applicable law. Notwithstanding anything to the contrary in this Agreement, neither party may use any trademark or service mark of the other party in any public disclosure or filing with any governmental agency without the express written consent of the other party.

8.7 Non-solicitation. Client agrees that if, at any time during the Term or within two (2) years after completion of the Services, including any Support Services, (or similar arrangement between Client and Developer), Client, (or any of its affiliates), hires or otherwise engages with any individual that is or was, during the Term and/or the term of Support Services, an employee or contractor of Developer (or any of its affiliates), Client shall immediately pay to Developer, in consideration of the significant investment made by Developer to train and educate such individual with respect to such Client's (or affiliate's) business and/or technology, an amount equal to the greater of (i) forty thousand dollars (\$40,000) or (ii) six (6) times the average monthly total compensation and/or distributions of any nature paid or provided to such individual by Developer (or an affiliated entity) during the previous twelve (12) months (or shorter period, if such individual has been employed/contracted for less than twelve (12) months). The parties agree and acknowledge that such amount is reasonable under the circumstances at the time this agreement is made and that it would be impracticable or difficult at the time of any such hiring or contracting to fix the actual amount of investment made by Developer in such individual and/or the damages suffered by Developer in connection the loss thereof.

Section 9 Term and Termination.

9.1 Termination For Breach. Each party shall have the right to terminate this Agreement upon ten (10) business days' prior written notice if (i) the other party is in material breach hereof and the breaching party fails to remedy such breach within such notice period, or (ii) the other party becomes insolvent, files for any form of bankruptcy, makes any assignment of substantially all of its assets for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or substantially all of its assets, or ceases to conduct business or an equivalent act to any of the above occurs under the laws of the jurisdiction of each party and remains uncured during such notice period.

9.2 Termination for Convenience. Each party shall have the right to terminate this Agreement upon thirty (30) days prior written notice for convenience.

9.3 Effect of Termination. Within five (5) business days after termination, Client shall pay Developer any amounts due (assuming Acceptance or deemed Acceptance of all Deliverables delivered on or prior to such termination date) or, if greater and such termination is made by Client, the amount that would be due Developer if the Services for Client had been charged at Developer's normal hourly rates (up to and including the termination date, and taking into account previous payments by Client), plus, if Support Services are being provided pursuant to this Agreement and such termination is by Client, an amount equal to six (6) months payment for such Support Services in consideration of Developer's investment in personnel, equipment and other resources to provide such Support Services.

9.4 Survival. The provisions of Sections 1, 3, 4, 5, 7, 8, 9 and 10 shall survive the expiration or termination of this Agreement for any reason.

Section 10 Miscellaneous.

10.1 Entire Agreement. This Agreement, including the exhibits hereto, and including any Statement of Work and Change Order, contains the entire understanding and agreement between the parties respecting the subject matter hereof and all prior and contemporaneous understandings, representations and agreements of the parties, whether oral or written, with respect to the subject of this Agreement are superseded in their entirety. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by a representative of each party. This Agreement, together with the exhibits hereto, shall supersede in its entirety any purchase order or other documentation issued by Client. In no event will any additional terms and conditions on a purchase order or other documentation be effective unless expressly accepted by each party in writing. No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

10.2 Assignment and Transfer. Neither party shall, directly or indirectly, assign in whole or in part, any of its rights or obligations hereunder without the prior written consent of the other party to such assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Developer may have certain services hereunder provided by one or more of Developer's affiliated entities and Developer may assign or transfer this Agreement in whole or in part without the prior written consent of Client in connection with (i) a financing of Developer; (ii) a merger of Developer; (iii) the sale of all or any part of the outstanding capital stock of Developer; (iv) the sale of all or substantially all of Developer's assets; or (v) to any successor to all or substantially all of Developer's business and assets relating to the subject matter of this Agreement, or to any parent, subsidiary, or affiliate. In the case of any permitted assignment or transfer of or under this Agreement, this

Agreement or relevant provisions shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assigns of the parties hereto. All purported assignment or transfers in violation of this Section shall be null and void.

10.3 Notices. All communications provided for hereunder shall be in writing and shall be deemed to be given (i) upon receipt after being after being sent by overnight courier who issues a receipt, charges pre-paid (ii) upon the date indicated in the return receipt when sent by United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, or (iii) upon receipt, by commercial express document delivery service which issues an individual delivery receipt, in each case to the following address:

If to Developer: BlueDAG, LLC
2999 Gold Canal Drive
Rancho Cordova, CA 95670

If to Client: City of Seguin, Texas
205 N. River Street
Seguin, Texas 78155

10.4 Choice of Law; Jurisdiction and Venue. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the state of California.

10.5 Dispute Resolution. Any controversy, claim or dispute arising out of or relating to this Agreement or any agreement delivered pursuant hereto between parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be settled by arbitration in Sacramento, California. Arbitrations shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS, with the following exceptions if in conflict with the rules of JAMS: (a) one arbitrator may be agreed upon by the parties, otherwise there shall be three arbitrators, one named in writing by each party within twenty (20) days after demand for arbitration is given, and a third chosen by the two appointed arbitrators. Should either party refuse or neglect to appoint said arbitrator or to furnish the arbitrators with any papers or information demanded, he or she or they are empowered by both parties to proceed ex parte. If there be one arbitrator such arbitrator's decision shall be binding; if there by three arbitrators the decision of any two shall be binding; (b) the losing party to the arbitration will pay the expenses and fees of the arbitrator(s), together with other expenses of the arbitration incurred or approved by the arbitrator(s) and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS rules and regulations) of the proceedings has been given to such party. The parties agree to abide by all decisions and award rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collections. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity.

10.6 Attorneys Fees. In the event that any litigation or arbitration is commenced in connection with this Agreement, the parties hereby agree that the prevailing party (in the event of a judgment or settlement) shall be entitled to payment by the other party of reasonable attorneys' fees expended in connection therewith.

10.7 Independent Contractors. Each party is and shall remain an independent contractor with respect to all performance rendered pursuant to this Agreement. Neither party nor any employee thereof shall be considered an employee or agent of the other party for any purpose and shall have no authority to bind or make commitments on behalf of such other party for any purpose and shall not hold itself or themselves out as having such authority. Each party assumes full responsibility

for its actions and the actions of its personnel in rendering performance pursuant to this Agreement, and each party shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like of its personnel.

10.8 Captions. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

10.9 Delay; Waiver. No course of dealing between or among the parties hereto or any delay or failure on the part of any party in exercising any rights hereunder or at law or in equity shall operate as a waiver of any rights of such party, except to the extent expressly waived in writing by such party. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

10.10 Counterparts; Electronic Transmission. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. A signature delivered by facsimile, scan, photograph or other electronic transmission shall be as binding as delivery of an original signature hereto, *provided*, that the delivering party shall, if requested by any party for any reason, promptly deliver the original signature so transmitted or a separate, original signature, the delivery of which shall not in any way limit the effectiveness of the signature previously electronically delivered.

10.11 Severability. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.

10.12 Headings/Integration. Headings used in this Agreement are for reference purposes only and in no way define,

limit, construe or describe the scope or extent of such section or in any way affect this Agreement. Where the context provides, the singular shall include the plural and terms shall be interpreted as a gender neutral. The word "including" shall be read as "including without limitation."

The parties have entered into this Agreement as of the date first above set forth:

"CLIENT"

City of Seguin, Texas

By: _____

Name: Douglas G. Faseler

Its: City Manager

"DEVELOPER"

BLUEDAG, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

STATEMENT OF WORK

Development Services Provided (not optional):

Customization of, and other services relating to, the SAAS Services (as defined in the SAAS Agreement):

- Set-Up and Deployment of SAAS Services
- Branding
 - Client Logo on Reports, Transition Plans and Grievance Letters

Estimated Schedule

- Implementation (from June 10, 2019 – July 31, 2019)
 - Deployment of BlueDAG Title II Complete production, staging and development environments at BlueDAG (or affiliated entity) datacenter.
 - Creation of Client identified user accounts.
 - Configuration of mobile application
 - Training of key Client staff via webinar and screen sharing events, or if selected, onsite training.
- Go Live (August 1, 2019)
 - Full system online
- Additional Services to be scheduled post Go Live – Required business days to complete service:
 - Training for Custom Findings and Custom Standards - 1 Business Day

THE FOREGOING SCHEDULE IS FOR ESTIMATION AND PLANNING PURPOSES ONLY. THE PARTIES SHALL WORK IN GOOD FAITH TO ADHERE TO THE FOREGOING SCHEDULE, BUT DEVELOPER SHALL NOT BE DEEMED IN BREACH HEREOF FOR DELAYS CAUSED BY CLIENT, REASONABLY UNFORESEEN CIRCUMSTANCES OR FOR FORCE MAJEURE. NOTWITHSTANDING THE FOREGOING, DEVELOPER SHALL BE DEEMED TO HAVE MET ITS DELIVERY SCHEDULE OBLIGATIONS IF THE SAAS SERVICES "GO LIVE" ON OR BEFORE JUNE 30, 2017.

EXHIBIT B

FEEES, RATES AND SCHEDULE

Approval indicated by signature below:

BLUEDAG, LLC

City of Seguin, Texas

By: _____

By: _____

Its: _____

Its: Douglas G. Faseler

Date: _____

Date: _____

Selected (not optional) Services:

- One-Time Fee for Base Setup and Deployment, Branding: \$0, due upon execution hereof and prior to commencement of services.

Optional Services:

- Additional Customization or Development. \$200/hour. *(rate subject to increase from time to time by at least 30 day advance notice from Developer to Client)*

Fees set forth herein are for custom development only, and do not include any subscription to the SAAS Services which subscription is made solely pursuant to the SAAS Agreement.

EXHIBIT C

SUPPORT SERVICES

Support Services shall be provided only as set forth in the Service Level Agreement attached as Exhibit B to the SAAS Agreement.