



Statement of Work

This Statement of Work, which is effective as of _____, 2023 (this “SOW”), is made by Ernst & Young LLP (“EY”) and Seguin Economic Development Corporation, on behalf of itself and its affiliate(s), (“Client”), pursuant to the Agreement, dated _____, 2023 (the "Agreement"), between EY and City of Seguin.

This SOW incorporates the Agreement by reference to form a contract. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement.

Scope of Services

EY will provide the following Services (the “Services”) to Client.

Comprehensive Economic Development Strategy

Client Coordination

At project initiation, we will schedule a virtual kick-off meeting, during which we introduce project team members, discuss strategic priorities, deliver a project guide, confirm project timeline and milestones, and begin planning for stakeholder engagement. We will also provide an information request. Following this meeting, we will hold bi-monthly conference calls with you to review progress, discuss findings and next steps, and review draft deliverables.

Three times during the engagement EY will convene an advisory committee made up of members of your choice for a workshop to discuss findings, confirm priorities, review draft deliverables, and provide additional input.

Phase 1: summary background

During Phase 1, we will conduct a competitive assessment, including performing a competitive benchmarking analysis, conducting interviews, facilitating focus groups, performing a strengths-weaknesses-opportunities-threats (“SWOT”) analysis, and gathering narratives that support strategic direction.

Phase 1 activities will include:

- Performing an economic and demographic benchmarking analysis that compares Seguin’s conditions to Guadalupe County, the San Antonio Metropolitan Statistical Area, the Austin Metropolitan Statistical Area, Texas, the United States, and up to five peer and competitor cities to be identified by the Client.

- Conducting up to 15 interviews with stakeholders of your choice (e.g., representatives from businesses, workforce development, industry, education, and non-profits, etc.) to gain individual perspectives on your top opportunities.
- Working with you to select focus group topics and participants. We will then facilitate five stakeholder focus groups that will include up to 15 participants. Focus groups will be organized according to subject matter (e.g., talent, quality of life, image and marketing, entrepreneurship and innovation, or infrastructure).
- Creating a questionnaire that gathers information on the vision for the future, current competitive assets and challenges, and top economic development priorities that you will host and distribute.
- Developing a series of five to 10 narratives summarizing your current competitive position.
- Preparing a SWOT analysis that summarizes our findings related to Seguin's economic development position.

Phase 1 deliverables are written draft chapters for inclusion in the final report and a data appendix.

Phase 2: targeted industry analysis

During Phase 2, we will perform a targeted industry analysis that examines the performance of Seguin's existing target industries, analyses all industry cluster performance, provides suggestions for new and refined target industries, and includes profiles of each of these industries.

Phase 2 activities will include:

- Analyzing industry cluster and existing target industry performance.
- Providing suggestions for new target industries.
- Developing profiles of each target industry that include describe the industry and its business needs, outline supportive sales points for Seguin, and provide guidance on how Seguin might advance economic growth in each industry.

Phase 2 deliverables are a written draft target industry chapter for inclusion in the final report. This chapter will include findings from our analysis, suggested target industries, target industry profiles, and guidance on how Seguin might advance growth of these industries.

Phase 3: strategy development

During Phase 3, we will work with you to develop your strategy, including documenting your vision, goals, objectives, and proposed action items organized in a strategic framework. In this phase, we will also assist you in developing an evaluation framework, including co-developing a plan for implementation with timing and task assignments and providing suggested performance metrics.

Phase 3 activities will include:

- Helping you to develop your vision and goals that are illustrated in a strategic framework.
- Proposing options that will help you to work toward accomplishing each identified goal.
- Documenting a timeline and checklist of actions you may take to implement your strategic plan in the years following this engagement.
- Advising on appropriate performance metrics to measure your progress in implementing the strategy.

Phase 3 deliverables are a written strategic plan report that documents your vision, goals, strategic framework, proposed action items, implementation plan and metrics. This will include an executive summary.

We will complete the activities detailed in and deliver the documentation listed for Phases 1 through 3 between the effective date of this SOW listed above and the date eight months after the effective date.

Your Obligations

We will ask you to identify participants for all workshops, focus groups, and interviews. You will be responsible for all invitations and meeting logistics. You will lead communications regarding the economic development strategy with the larger community (e.g., you will interact with local media or share information at community events).

Subject to EY's retained rights in Materials under Section 21 of the General Terms and Conditions of the Agreement, the deliverable(s) detailed herein shall be treated as work for hire for Client, and, upon full payment in accordance with the General Terms and Conditions of the Agreement and this SOW for such deliverable(s), EY assigns copyright in such deliverable(s) (other than Materials) to Client. EY retains all rights in any Materials or other intellectual property delivered to or accessed by Client under or in connection with this SOW.

Notwithstanding Sections 11 to 14 of the General Terms and Conditions of the Agreement, EY understands Client may disclose the Report(s) produced under this engagement publicly in their entirety.

Other Provisions

Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services and for determining whether the Services are appropriate for its purposes.



EY will not be responsible for any management decisions or management oversight, managing employees, or managing vendors under any services performed pursuant to the Agreement.

EY will not provide recommendations or advice to a government entity with respect to:

- Its audit, compliance, refund, enforcement, or collection strategies;
- Any matters related to a specific taxpayer or any targeted groups of taxpayers;
- Its tax statutes, tax policies, or tax guidelines (as opposed to operational guidelines); or
- Any matters related to individual personnel staffing decisions and/or employee evaluations.

Any factual representations made in Client-provided descriptions and data are the responsibility of Client. EY, in the process of this engagement, is not attesting to the appropriateness or validity of any management representation, concerning business strategy, community and economic impact, appropriateness of capitalization strategy or management capacity and experience. To the extent that attestation or agreed-upon procedures, in accordance with relevant professional standards, are required, such attestation or agreed-upon procedures are outside the scope of this statement of work.

EY is not a law firm and is not engaged in the practice of law or providing legal services in the United States. As such, Client will need to rely upon its legal counsel, for legal services, including the legal review, interpretation and advice regarding choice of legal entities, agreements with third-parties or other legal documents related to the Services.

We will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential partner or any other party (including you) to engage in any transaction, or (iii) act as a negotiator of a transaction.

Our services do not involve advice to Client regarding: (i) the investment of funds that are the proceeds of state/local government securities for purposes of realizing a return on the investment, or (ii) the issuance of state/local securities (either to the government entity issuing the security or to an Obligor acting as a private borrower in a conduit issuance of government securities), or (iii) state/local derivative (a swap where the government entity is a counterparty), or (iv) guaranteed investment contracts, or (v) state/local escrow investments.

In addition to the scope limitations specified herein, EY reserves the right to limit the scope of any of our services or deliverables as we deem necessary in order to comply with any applicable legal or professional standard or limitation. EY will communicate any potential scope limitations or conflicts with Client in a timely manner.

Notwithstanding anything to the contrary in the Agreement or this SOW, EY does not assume any responsibility for any third-party products, programs or services selected by Client, their performance or compliance with Client's specifications or otherwise.



EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.

EY may subcontract a portion of the Services to one or more EY Firms and to subcontractors working under EY’s direction who may communicate directly with Client. EY, however, will remain solely responsible to Client for the performance of the Services. If EY has prepared or reviewed (or will prepare or review) Client’s U.S. income tax returns, Client authorizes the EY Firms, including those located outside the United States, and EY’s subcontractors to disclose information received or generated in connection with the preparation of any such U.S. income tax returns of Client to and among each other for the purpose of rendering the Services and discussing and providing other services to Client. Client has the ability to request a more limited disclosure of tax return information than that described above. If, at any time, Client would like EY to narrow the scope of the information to be disclosed, please contact EY in writing and EY will limit any disclosures that have not yet occurred. Client acknowledges that this consent will be valid for three years from the date this SOW is signed by Client below.

Contacts

Client has identified Joshua Schneuker as Client’s contact with whom EY should communicate about these Services. Client’s contact at EY for these Services will be Edgar Padilla.

Fees

Client shall pay EY a fee of \$165,000 for the Services.

Client shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by Client.

Invoices for the work performed will be sent and payable as follows:

	Invoice Date	Payment Due	Amount
Project initiation	April 1, 2023	May 1, 2023	\$41,250
Phase 1	June 1, 2023	July 1, 2023	\$41,250



Phase 2	August 1, 2023	September 1, 2023	\$41,250
Phase 3	October 1, 2023	November 1, 2023	\$41,250
Total Fees			\$165,000

IN WITNESS WHEREOF, EY and Client each caused this SOW to be signed and delivered by its duly authorized representative(s).

DRAFT-Review Only. Do not sign.
Do not delete/remove this image file. Removing will prevent CCS from inserting the EY signature when the PDF is created.

AGREED:

Seguin Economic Development Corporation, on behalf of itself and its affiliate(s)

By: **DRAFT FOR REVIEW - DO NOT SIGN**

Joshua Schneuker, Executive Director

Date: _____



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is entered into between Ernst & Young LLP, a Delaware limited liability partnership (“EY”) and Seguin Economic Development Corporation, on behalf of itself and its affiliate(s), (“Client”), effective as of _____, 2023 (the “Effective Date”).

Structure

1. This Agreement sets out the contractual structure for the provision of services (“Services”) by EY to Client. EY will perform the Services described in separate Statements of Work entered into between the parties that incorporate the terms of this Agreement as well as the terms of any applicable Module(s) to form a separate and independent contract (“Contract”).
2. For the purposes of any Contract, (a) “Client” in such Contract (including in this Agreement and the applicable Module(s) as incorporated into such Contract) means the Client Entity that executes the applicable Statement of Work, and (b) “party” means either EY or such Client Entity.
3. If there is any inconsistency between provisions in different parts of a Contract, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the applicable Statement of Work and any annexes thereto, (b) any applicable Module, (c) this Agreement, and (d) other annexes to a Contract.

Definitions

4. The following terms are defined as specified below:
 - (a) “AICPA” means the American Institute of Certified Public Accountants.
 - (b) “Client Affiliate” means an entity that controls, is controlled by, or is under common control with, Client.
 - (c) “Client Entity” means Client or a Client Affiliate.
 - (d) “Client Information” means information obtained by EY from Client or from a third party on Client’s behalf.
 - (e) “Deliverables” means any advice, communications, information, technology or other content that EY provides under this Agreement.
 - (f) “EY Firm” means a member of the EY network and any entity operating under a common branding arrangement with a member of the EY network.
 - (g) “EY Persons” means EY’s or any other EY Firm’s subcontractors, members, shareholders, directors, officers, partners, principals or employees.
 - (h) “Internal Support Services” means internal support services utilized by EY, including but not limited to: (a) administrative support, (b) accounting and finance support, (c) network coordination, (d) IT functions including business applications, system management, and data security, storage and recovery, and (e) conflict checking, risk management and quality reviews.

- (i) “Module” means a module, supplemental to this Agreement, entered into by the parties and containing further terms applicable to a particular type of Services.
- (j) “Personal Data” means Client Information relating to identified or identifiable natural persons or that is otherwise considered to be “personal data,” “personal information” or similar term under applicable data protection laws.
- (k) “Report” means a Deliverable (or any portion of a Deliverable) issued on EY letterhead or under the EY brand or otherwise identifiable as being prepared by or in association with EY, any other EY Firm or EY Person.
- (l) “Statement of Work” means a document, incorporating this Agreement and any applicable Module, entered into by the parties describing particular Services that EY will perform.
- (m) “Support Providers” means external service providers of EY and other EY Firms and their respective subcontractors.
- (n) “Tax Advice” means tax matters, including tax advice, tax opinions, tax returns or the tax treatment or tax structure of any transaction to which the Services relate.

Provision of the Services

- 5. EY will provide the Services using reasonable skill and care in accordance with applicable professional standards, including those established by the AICPA.
- 6. EY may subcontract a portion of the Services to one or more EY Firms, as well as to other third parties, who may deal with Client directly. EY will remain solely responsible to Client for the performance of the Services. From time to time, non-CPA personnel may perform the Services.
- 7. EY will act as an independent contractor and not as Client’s employee, agent or partner. Client will remain solely responsible for management decisions relating to the Services and for determining whether the Services are appropriate for its purposes. Client shall assign qualified personnel to oversee the Services, as well as the use and implementation of the Services and Deliverables.
- 8. Client agrees to promptly provide to EY (or cause others to so provide) Client Information, resources and assistance (including access to records, systems, premises and people) that EY reasonably requires to perform the Services.
- 9. Client Information will be accurate and complete in all material respects. EY will rely on Client Information and, unless EY expressly agrees otherwise in writing, EY will have no responsibility to verify it. The provision of Client Information (including Personal Data), resources and assistance to EY will be in accordance with applicable law and will not infringe any copyright or other third-party rights.

Deliverables



10. All Deliverables are intended for Client's use in accordance with the Contract under which they are provided.
11. Client may not rely on any draft Deliverable. EY shall not be required to update any final Deliverable as a result of circumstances of which EY becomes aware, or events occurring, after its delivery.
12. Unless otherwise provided for in a Contract, Client may not disclose a Report (or any portion or summary of a Report), or refer to EY or to any other EY Firm or EY Person in connection with the Services, except:
 - (a) to a Client Affiliate (subject to these disclosure restrictions);
 - (b) to Client's lawyers (subject to these disclosure restrictions), who may review it only in connection with advice relating to the Services;
 - (c) to Client's independent auditors (subject to these disclosure restrictions) who may review it only in connection with their audit;
 - (d) to the extent, and for the purposes, required by applicable law (and Client will promptly notify EY of such legal requirement to the extent Client is permitted to do so);
 - (e) to other persons (with EY's prior written consent), who may use it only as specified in such consent; or
 - (f) to the extent it contains Tax Advice.

If Client discloses a Report (or a portion thereof), Client shall not alter, edit or modify it from the form provided by EY. Client shall inform those to whom it discloses a Report (other than disclosure of Tax Advice to tax authorities) that they may not rely on it for any purpose without EY's prior written consent. Subject to the foregoing, Client is not prohibited by this Section 12 from using Deliverables that do not qualify as Reports in communication with third parties provided that: (i) there is no reference to, or communication of, EY's or any other EY Firm's involvement in the development of such Deliverables, and (ii) Client assumes sole responsibility for such use and communication.

Limitations

13. As part of the parties' arrangements, the parties have mutually agreed the following limitations of liability (which also apply to others for whom Services are provided under any Contract):
 - (a) Neither party will be responsible, in contract or tort, under statute or otherwise, for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of a Contract or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.
 - (b) Client (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss under the respective Contract during the twelve (12) months

preceding the date of the event giving rise to the loss. This cap is an aggregate cap across all claims under such Contract prior to such date.

- (c) Client shall make any claim relating to the Services or otherwise under a Contract in accordance with the statute of limitations applicable to contract claims provided in Texas state law.

14. Intentionally Omitted.

15. Client and any affiliates, subsidiaries, employees, or directors (for whom Services may be provided under this Contract) may not make a claim or bring proceedings relating to the Services or otherwise under a Contract against any other EY Firm or EY Person. Client shall make any claim or bring proceedings only against EY.

No Responsibility to Third Parties

16. Unless specifically otherwise agreed with Client in writing, EY's responsibility for performance of the Services is to Client and Client alone. Should any Deliverable be disclosed, or otherwise made available, by or through Client (or at Client's request) to a third party (including but not limited to permitted disclosures to third parties under Section 12), and with the mutual understanding that Client is a taxpayer-funded municipal economic development corporation and has made no allowance for any obligation under this paragraph to be paid from current revenues and has not adopted any order, resolution, tax nor interest and sinking funds for the payment of any such obligation; and, furthermore, Client does not waive Client's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, Client agrees to indemnify EY, as well as the other EY Firms and the EY Persons, against all claims by third parties, and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of such disclosure, other than a claim by a third party that has executed an access letter with us in the form provided by us for such third party or; provided that you shall not have any indemnity obligation for any claim resulting primarily from our fraud, or willful misconduct.

Intellectual Property Rights

17. Each party retains its rights in its pre-existing intellectual property. Except as set out in the applicable Contract, any intellectual property developed by EY, and any working papers compiled in connection with the Services (but not Client Information contained in them), shall be the property of EY.

18. Client's right to use Deliverables under a Contract arises following payment for the Services.

Confidentiality, Data Protection & Security

19. Except as otherwise permitted by a Contract, neither party may disclose to third parties any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential (including, in the case of EY, Client Information). Either party may, however, disclose such information to the extent that it:

(a) is or becomes public other than through a breach of a Contract;

(b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;

- (c) was known to the recipient at the time of disclosure or is thereafter created independently;
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement; or
 - (e) must be disclosed under applicable law, legal process or professional regulations, including, to the extent necessary and as may be directed by the Office of the Texas Attorney General in response to a request made under the Texas Public Information Act, provided, the disclosing party shall notify the receiving party of such requirement to the extent that it may legally do so and not prohibited by law, rule or regulation or court or administrative order, and disclosing party shall cooperate in any proceeding brought by the receiving party to prevent that disclosure or to protect the confidentiality of any information that is disclosed.
20. EY uses other EY Firms, EY Persons and Support Providers who may have access to Client Information in connection with delivery of Services as well as to provide Internal Support Services. EY shall be responsible for any use or disclosure of Client Information by other EY Firms, EY Persons or Support Providers to the same extent as if EY had engaged in the conduct itself.
21. Client agrees that Client Information, including Personal Data, may be processed by EY, other EY Firms, EY Persons and their Support Providers in various jurisdictions in which they operate (EY office locations are listed at www.ey.com). Client Information, including any Personal Data, will be processed in accordance with laws and professional regulations applicable to EY, and appropriate technical and organizational security measures designed to protect such information will be implemented. EY will also require any Support Provider that processes Personal Data on its behalf to provide at least the same level of protection for such Personal Data as is required by such legal and regulatory requirements. If Personal Data relating to a data subject in the UK, European Union or Switzerland (collectively, "European Personal Data") is required for EY to perform the Services, the parties agree to negotiate in good faith a data transfer addendum intended to validate the transfer of such European Personal Data by Client to EY prior to such transfer. Transfer of Personal Data among members of the EY network is subject to the EY Binding Corporate Rules Program available at www.ey.com/bcr. Further information about EY's processing of Personal Data is available at www.ey.com/privacy.
22. To the extent permitted by applicable law, regulation or governmental directive, EY will notify Client without undue delay in the event of loss, disclosure or unauthorized or unlawful processing of Personal Data and provide Client with relevant information about the nature and extent of the event.
23. In certain circumstances, individuals may have the right under applicable data protection law to access, correct, erase, port, restrict or object to the processing of their personal data. Such requests may be sent to privacy.office@ey.com. To the extent permitted by law, regulation or governmental directive, EY will notify Client without undue delay upon receipt of any verifiable request from a data subject or supervisory authority relating to a Personal Data right. If EY is required to provide Personal Data in response to such verifiable request, or to a request from Client, providing that data will be part of the Services and, to the extent permitted by applicable law, Client will be responsible for EY's reasonable charges incurred in doing so.

24. As a professional services firm, EY is required to exercise its own judgment in determining the purposes and means of processing any Personal Data when providing the Services. Accordingly, unless otherwise specified in a Contract, when processing Personal Data subject to the General Data Protection Regulation or other applicable data protection law (including, without limitation, state data protection (e.g., the California Consumer Privacy Act , Texas Privacy Act)), EY acts as an independent controller (or similar status that determines the purposes and means of processing), and not as a processor under Client’s control (or similar status acting on behalf of Client) or as a joint controller with Client. For Services where EY acts as a processor processing Personal Data on Client’s behalf, the parties will agree appropriate data processing terms in the applicable Statement of Work.
25. EY and other EY Firms may retain and use Client Information for benchmarking, analytics, research and development, thought leadership and related purposes, and to enhance their services, provided that any use does not externally identify, or make reference to, Client. In all such matters, EY and other EY Firms will comply with applicable law and professional obligations.
26. If Client requires EY to access or use Client or third-party systems or devices, EY shall have no responsibility for the confidentiality, security or data protection controls of such systems or devices, or for their performance or compliance with Client requirements or applicable law.
27. EY may provide Client access to use certain data, software, designs, utilities, tools, models, systems and other methodologies and know-how that EY owns or licenses for the purpose of Client’s receipt of the Services or as otherwise expressly agreed in writing by EY (“EY Tools”). Client shall be responsible for compliance by all Client personnel and third parties acting on Client’s behalf with the terms applicable to the use of such EY Tools. As between EY and Client, EY (or another EY Firm) owns all right, title, interest, and all intellectual property rights in and to the EY Tools, including any enhancements, modifications, and derivative work thereof.

License to EY Tools During the Statement of Work Term: To the extent that EY provides Client access to any EY Tools during the term of an applicable Statement of Work, EY hereby grants to Client a nonexclusive, paid-up, internal license, during the term of the applicable Statement of Work, to use, execute, and display the EY Tools, for the sole purpose of Client’s receipt of the Services from EY under the applicable Statement of Work.

License to EY Tools After the Statement of Work Term: EY may allow Client to use certain EY Tools, after the term of an applicable Statement of Work, for the sole purpose of Client’s use and receipt of the benefit of the Services provided by EY under such Statement of Work. Any EY Tools that EY allows Client to use after the term of such Statement of Work will be identified in the Statement of Work as a “Leave Behind EY Tool.” With respect to such an identified Leave Behind EY Tool, to the extent permitted by applicable law and professional regulations, EY hereby grants to Client a nonexclusive, paid-up, internal license, to use, execute, and display the Leave Behind EY Tool, after the term of the Statement of Work, for the sole purpose of Client’s use and receipt of the benefit of the Services provided by EY under the Statement of Work.

EY Tools Disclaimers and Acknowledgments: Client's use of any EY Tools may be subject to additional terms, which EY will provide to Client in writing. Client acknowledges that EY may at any time, modify, replace, direct Client to discontinue use of any EY Tools, or otherwise revoke, limit or condition Client's access and right to use any EY Tools. ALL EY TOOLS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR ANY WARRANTY THAT THE OPERATION OF EY TOOLS WILL BE UNINTERRUPTED, ERROR FREE OR THAT EY TOOLS WILL BE OR REMAIN COMPATIBLE WITH ANY OF CLIENT'S HARDWARE OR SOFTWARE. IN NO EVENT SHALL EY BE LIABLE FOR LOSS OF OR DAMAGE TO CLIENT'S DATA RESULTING FROM THE CLIENT'S USE OF THE EY TOOLS. Client shall not decompile, disassemble or otherwise reverse engineer the EY Tools, unless authorized by law or the relevant regulatory agency. Client shall not sell, lease, assign or otherwise transfer any portion of the EY Tools.

Compliance

28. In connection with the performance of its respective rights and obligations under a Contract, EY and Client each will comply with all laws and regulations of any jurisdiction applicable to it from time to time concerning or relating to bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA").

Fees and Expenses Generally

29. Client shall pay EY's professional fees and specific expenses in connection with the Services as detailed in the applicable Contract. Client shall also reimburse EY for other reasonable expenses incurred in performing the Services and as defined in the Statement of Work. EY's fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which Client shall pay (other than taxes imposed on EY's income generally). Payment shall be made in accordance with the Texas Prompt Payment Act.
30. EY may charge additional professional fees if events beyond its control (including Client's acts or omissions) affect EY's ability to perform the Services as agreed in the applicable Contract, or if Client asks EY to perform additional tasks.
31. Intentionally left blank.

Force Majeure

32. Neither party shall be liable for breach of a Contract (other than payment obligations) caused by circumstances beyond such party's reasonable control.

Term and Termination

33. A Contract applies to all Services associated with such Contract whenever performed (including before the date of the applicable Contract).

34. A Contract shall terminate on the completion of the Services associated with such Contract. Except as otherwise set forth in the applicable Contract, either party may terminate a Contract, or any particular Services, upon thirty (30) days' prior written notice to the other. In addition, EY may terminate a Contract, or any particular Services, immediately upon written notice to Client if EY reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.
35. Client shall pay EY for all work-in-progress, Services already performed, and expenses incurred by EY up to and including the effective date of the termination or expiration of a Contract, as well as any applicable termination fees set forth in the applicable Contract. Payment will be made in accordance with the Texas Prompt Payment Act.
36. The term of this Agreement will expire five (5) years following the Effective Date (the "Term"), unless the parties mutually agree to renew or extend it. For clarity, this Agreement shall survive with respect to any Contract entered into during the Term, even if such Contract remains in effect beyond the Term.
37. The provisions of this Agreement, including Section 12 and otherwise with respect to Deliverables and Reports, that give either party rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement or applicable Contract.

Governing Law and Dispute Resolution

38. This Agreement, any Contract under this Agreement, and any non-contractual matters or obligations arising out of a Contract or the Services, shall be governed by, and construed in accordance with, the laws of the state of Texas applicable to agreements made, and fully to be performed, therein by residents thereof.

Except for a claim seeking solely injunctive relief, any dispute relating to a Contract or the Services shall be resolved as set forth in Appendix 1.

United States Specific Terms

39. The U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding certain visas (e.g., H-1B) will be working onsite. Where applicable, EY and the Client will work together to develop an appropriate notice to enable compliance with this requirement.

Miscellaneous

40. A Contract constitutes the entire agreement between the parties as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any previously agreed confidentiality agreements.
41. Each party may execute this Agreement or a Contract, as well as any modifications to them, by electronic means, and each party may sign a different copy of the same document. Both parties must agree in writing to modify this Agreement or a Contract.

42. Client agrees that EY and the other EY Firms may, subject to professional obligations, act for other clients, including Client's competitors.
43. Neither party shall assign any of its rights, obligations or claims under this Agreement or a Contract in whole or in part without the prior written consent of the other party; provided, however, that EY may assign or novate any of its rights and obligations under this Agreement in whole or in part to (i) any other EY Firm and/or (ii) any entity resulting from, or established as part of, a restructuring, sale or transfer of an EY Firm, in whole or in part, provided further that any such assignment or novation does not materially affect the continuity of the Services. EY shall provide Client with notice of any such assignment or novation.
44. If any provision of this Agreement or a Contract (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
45. Client acknowledges that the U.S. Securities and Exchange Commission regulations indicate that, where auditor independence is required, certain confidentiality restrictions related to tax structure may render the auditor to be deemed to be non-independent or may require specific tax disclosures. Accordingly, if and only to the extent that U.S. Securities and Exchange Commission auditor independence regulations apply to the relationship between Client or any of Client's associated entities and any EY Firm, with respect to the tax treatment or tax structure of any transaction to which the Services relate, Client represents, to the best of its knowledge, as of the date of a Contract, that neither Client nor any Client Affiliate has agreed, either orally or in writing, with any other advisor to restrict Client's ability to disclose to anyone such tax treatment or tax structure. Client agrees that the impact of any such agreement is its responsibility.
46. EY and Client acknowledge that Client or a Client Affiliate (the "Local Client") may seek to enter into an agreement with another EY Firm (the "Local EY Firm") for the provision of services in another country (the "Local Services"). The parties agree that the Local Client and the Local EY Firm may enter into a local country agreement (the "Local Agreement") for Local Services that incorporates the terms and conditions of this Agreement, subject to any modifications they deem appropriate under local law, regulation, professional standard, or local custom and practice. For clarity, in such event, (i) the Local Agreement shall govern all Local Services; and (ii) neither the Local Client nor the Local EY Firm will be deemed to be parties to this Agreement in connection with the Local Services.
47. Client represents that Client Affiliates for whom Services are performed by EY in connection with a Contract shall be bound by the terms of such Contract.
48. Neither party may use or reference the other's name, logos or trademarks without its prior written consent, provided that EY may use Client's name publicly to identify Client as a client in connection with specific Services or otherwise.
49. The limitations in Sections 13 and 15 and the provisions of Sections 16, 20, 21 and 37 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.



IN WITNESS WHEREOF, EY and Client each caused this Agreement to be signed and delivered by its duly authorized representative(s).

DRAFT-Review Only. Do not sign.
Do not delete/remove this image file. Removing will prevent CCS from inserting the EY signature when the PDF is created.

AGREED:

Seguin Economic Development Corporation, on behalf of itself and its affiliate(s)

By: **DRAFT FOR REVIEW - DO NOT SIGN**
Joshua Schneuker,

Date: _____

APPENDIX 1

Dispute Resolution Procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that the mediator is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or beneficial owner with significant influence over any EY Firm audit client.

The mediator shall conduct the mediation as the mediator determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless the arbitrator has agreed in writing to these procedures and has confirmed in writing that the arbitrator is not, and will not become during the term of the arbitration, an



employee, partner, executive officer, director, or beneficial owner with significant influence over any EY Firm audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.