

November 30, 2021

Cody Collins, IT Director
 100 E. Main St.
 Pflugerville, TX

Dear Mr. Collins:

Thank you for the opportunity to continue our partnership with the City, to assist with the next phase of ERP implementation. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC (“PM”) will provide to the City of Pflugerville, TX.

The City recognizes that the implementation of a new system will be challenging as it transitions its legacy systems and processes to a new way of doing business. The City also understands that the magnitude of such a change will require strong project management skills to ensure that City and vendor activities are completed on-time, that best-practices are leveraged that Tyler performs its services according to the contracted terms and that the expected business process efficiencies are realized. The Plante Moran Government Consulting Team has significant experience supporting local government and other clients through numerous software implementation projects. Additionally, Plante Moran staff have specific implementation experience with the City’s preferred finalist vendor, Tyler. Furthermore, our clients have confirmed that we add tremendous value during software implementation projects including:

- **Value of Experience.** Ability to avoid pitfalls which we have learned through similar projects allowing them to be addressed proactively rather than reactively.
- **Value of Foresight.** Ability to see “warning signs” in advance and address them before they become major project challenges.
- **Value of Qualifications.** Qualified project managers who have significant credentials to manage software implementations.
- **Value of Objectivity.** Independent advisor with respect to project improvements that will arise regarding technology, processes, and people.
- **Value of Risk Mitigation.** Overall risk mitigation to the project.

Scope of Services & Payment Terms

As such, the City has requested Plante Moran provide a proposal for Implementation Advisory Services in a co-project management role, detailed further below:

Co-Project Manager	Together with the City’s Project Manager, track and confirm that action items and homework are completed on time. Approve all invoices while tracking and reporting the monthly project budget. Ensure that the project adheres to the timeline and avoid scope creep.	10-15 hours / week 40-60 hours / month
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Plante Moran proposes to perform these services over a 22-month term based upon the expected duration of the City’s ERP project implementation period as outlined in the Tyler implementation project Statement of Work.

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement will be based on the actual time that Plante Moran staff expend at an hourly rate of \$225/hr for project management and optional \$240/hr for subject matter experts, as requested. Our services will be billed monthly for services rendered in the previous month.

Below is a total project estimate for both Co-Project Management and Subject Matter Expert assistance. Again, **this is only a project estimate for budget purposes and the City will only be billed for actual hours worked by Plante Moran staff.** We expect that actual hours will vary per month based on the various phases, project activities, and level of expertise and resources that the City dedicates to the project.

Phase / Month / Period			Subject Matter Expert Rate	Subject Matter Expert ESTIMATE		Project Management Advisory Rate	Project Management Advisory ESTIMATE		Grand Total ESTIMATE	
Phase	Month	Period	Rate	Hrs	Fees	Rate	Hrs	Fees	Hrs	Fees
Financials	Jan-22	1	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
Financials	Feb-22	2	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
Financials	Mar-22	3	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
Financials	Apr-22	4	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
Financials	May-22	5	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
Financials	Jun-22	6	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
Financials, HCM	Jul-22	7	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
Financials, HCM	Aug-22	8	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
Financials, HCM, UB	Sep-22	9	\$240	14	\$3,360	\$225	60	\$13,500	74	\$16,860
Financials, HCM, UB	Oct-22	10	\$240	14	\$3,360	\$225	60	\$13,500	74	\$16,860
Financials, HCM, UB	Nov-22	11	\$240	14	\$3,360	\$225	60	\$13,500	74	\$16,860
HCM, UB	Dec-22	12	\$240	12	\$2,880	\$225	60	\$13,500	72	\$16,380
HCM, UB	Jan-23	13	\$240	12	\$2,880	\$225	60	\$13,500	72	\$16,380
HCM, UB	Feb-23	14	\$240	12	\$2,880	\$225	60	\$13,500	72	\$16,380
HCM, UB	Mar-23	15	\$240	12	\$2,880	\$225	60	\$13,500	72	\$16,380
HCM, UB	Apr-23	16	\$240	12	\$2,880	\$225	60	\$13,500	72	\$16,380
HCM, UB	May-23	17	\$240	12	\$2,880	\$225	60	\$13,500	72	\$16,380
HCM, UB	Jun-23	18	\$240	12	\$2,880	\$225	60	\$13,500	72	\$16,380
HCM, UB	Jul-23	19	\$240	12	\$2,880	\$225	60	\$13,500	72	\$16,380
HCM, UB	Aug-23	20	\$240	12	\$2,880	\$225	60	\$13,500	72	\$16,380
UB	Sep-23	21	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
UB	Oct-23	22	\$240	10	\$2,400	\$225	60	\$13,500	70	\$15,900
TOTALS				250	\$60,000		1320	\$297,000	1570	\$357,000

The assumptions we have used in developing our pricing are as follows:

- Co-Project Management assistance, assuming 60 hours/month, as well as Subject Matter Expert assistance between 10-14 hours / month.

- The City will provide a Project Manager that will be dedicated to the project as required by Tyler. Plante Moran will advise the City's Project Manager during the project although management decisions will need to be made by the City project management team.
- The City will provide a Project Administrator (the City project manager often takes on this role), that will provide administrative support to the project for things such as meeting scheduling and other administrative tasks.
- During the implementation phase, we will provide guidance and assistance to the City Project Manager in managing the activities associated with the project and providing guidance based on previous similar implementations.
- During the implementation, Plante Moran Subject Matter Experts will provide data entry and configuration assistance but will not make any process, policy, or configuration decisions on behalf of the City.
- Plante Moran staff will perform work remotely/off-site, however, Plante Moran staff may offer to be on-site for critical activities, like project kick-off. The City may request that Plante Moran staff be on-site beyond project kick-off, at a \$245/hr. rate.
- Invoices will be generated monthly based on staff hours incurred that month at the agreed upon all-inclusive rate.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices will be rendered periodically and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign this document and return to us.

Thank you for the opportunity to serve you.

Sincerely,
Plante & Moran, PLLC

Mike Riffel, Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between the City of Pflugerville TX and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This Agreement may be amended by written agreement between Plante & Moran, PLLC and the City of Pflugerville TX.

City of Pflugerville, TX

Cody Collins
IT Director

Date

Professional Services Agreement Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter dated November 30, 2021 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Pflugerville TX (referred to herein as “Client”).

1. **Management Responsibilities** – The services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Client acknowledges that Client is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s engagement. Client has designated Cody Collins, IT Director, to oversee the services PM will provide.

Client represents and warrants that any and all information that it transmits to Plante Moran will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Nature of Services** – PM’s project activities will be based on information and records provided to PM by Client. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client’s internal controls. Additionally, this engagement will not include preparation or review of any tax returns or consulting regarding tax matters. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM’s engagement is not designed and cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, PM will inform you of any such matters that come to PM’s attention.

3. **Vendor Selection** – Unless expressly agreed to in writing by Plante Moran, Plante Moran does not conduct independent due diligence activities regarding potential vendors that may respond or have responded to Client’s request for proposals. Plante Moran’s role relative to due diligence activities is limited to assisting Client develop and/or follow a process by which Client participates in due diligence activities that are designed to evaluate vendors and solutions against Client’s decision criteria. Plante Moran’s assistance in this regard is designed to help the Client execute a selection methodology that is consistently and fairly applied to all vendors involved in the bid process. It is Client’s responsibility to assess, evaluate, and weigh the results of the due diligence activities Client conducts, and Client is ultimately responsible for making and accepting responsibility for the decision it makes relative to vendor and solution selection.
4. **Project Deliverables** – At the conclusion of PM’s project activities and periodically as PM progresses, PM will review the results of its work with Client and provide Client with any observations related to PM’s services that PM believes warrant Client’s attention. PM also will provide Client with copies of analyses or other materials that PM may develop in the course of this engagement upon Client’s request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client’s purposes.
5. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, “Electronic Documents”) to Client, such Electronic Documents will be provided in a format determined to be acceptable to both parties. Client acknowledges and agrees that Client’s ability to access such Electronic Documents may require software programs that PM does not develop, license, or support, and Client shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Client.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the written report and are to be used only as expressly described in and authorized by the written report. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the written report. Further, Client acknowledges that Client is solely responsible for evaluating the adequacy and accuracy of any results generated

through the use of Electronic Documents. PM will have no responsibility to support or update the Electric Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding written report.

Client acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Client and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, “PM Intellectual Property”). Client agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to Client a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Client agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the written report.

If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

6. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use, and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM’s services to Client, PM may communicate or exchange data by internet, email, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM’s obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM’s use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM’s possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client’s cost, to limit such access. This provision will survive the termination of this Agreement. PM’s efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM’s record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client’s written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM’s workpapers, without regard to whether access had been granted with respect to any prior requests.

7. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist PM with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i)

maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third-party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this engagement Agreement are completed.

8. **Third-Party Data** – PM may reference third-party data sources in performing the services described in the accompanying engagement letter. Third-party data may include publicly available data, commercially available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts, and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Client acknowledges that any commercially available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that Client will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This Agreement does not convey to Client a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Client from directly contracting with or obtaining a license from any third-party data source if Client determines, in its sole discretion, that any such direct contract or license to be in its best interest.
9. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on Client personnel providing PM staff the assistance necessary to satisfy Client responsibilities under the scope of services. This assistance includes availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

10. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the accompanying engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work or issuance of PM's consulting report upon resumption of PM's work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
11. **Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at the agreed upon Fee Adjustment Rate, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
12. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic, or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

13. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM’s gross negligence or willful misconduct, the liability of PM and any of PM’s officers, directors, partners, members, managers, employees; its affiliated, parent or subsidiary entities; and approved allied third-party service providers (collectively, “PM Persons”) for any and all claims, losses, costs, and damages of any nature whatsoever is limited so that the total aggregate liability of the PM and/or the PM Persons with respect to and arising out of the services provided hereunder shall not exceed the total fees paid to PM for the services provided in connection with this Agreement. It is agreed that these limitations on PM’s and the PM Persons’ maximum liability are reasonable in view of, among other things, the nature, scope, and limitations of the services PM is to provide, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. The exclusion of certain damages as set forth in this Section apply to any and all liabilities or causes of action against PM and/or the PM Persons, however alleged or arising, unless and to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this Agreement expressly identified multiple phases of services, the total aggregate liability of PM shall be limited to no more than the total amount of fees received by PM for the particular phase of services alleged to have given rise to any such liability.

14. **Defense, Indemnification, and Hold Harmless** – As a condition of PM’s willingness to perform the services provided for in the accompanying engagement letter, Client agrees to defend, indemnify, and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity, and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
15. **Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM’s services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM’s performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client’s facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM’s request, to provide Client’s policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, “Applicable Preventative Guidance”) and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client’s facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client’s facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client’s facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client’s compliance with Applicable Preventative Guidance.
16. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff’s time at such staff’s current hourly rates, and to reimburse PM for all of PM’s out-of-pocket costs incurred associated with PM’s response unless otherwise reimbursed by a third party.
17. **Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
18. **Time Limits** – Except for actions to enforce payment of PM’s invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
19. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.

20. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
21. **Conflicts of Interest** – PM’s engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent PM’s acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
22. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on the accompanying engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
23. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Texas.

End of Professional Services Agreement