



MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”), effective as of October 17, 2025 (the “**Effective Date**”), is entered into by Definian Data, LLC., a Delaware limited liability company authorized to conduct business in Texas, and having its principal place of business at 135 South LaSalle, Suite 2225, Chicago, Illinois 60603 (“**Definian**”), and the City of Lewisville, Texas, a home rule city and municipal corporation principally situated in Denton County, Texas (“**Client**”). Definian and Client shall also be known individually as a “**Party**” or collectively known as the “**Parties**”.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINIAN SERVICES

1.1 Definian Services. Subject to the terms and conditions of this Agreement, Definian shall provide Client services and deliverables as set forth in any mutually agreed to and executed Statement of Work (“**Statement of Work**” or “**SOW**”) (services and deliverables shall be collectively known as the “**Services**” or the “**Definian Services**”). All SOWs will be deemed incorporated herein by reference and shall be consecutively numbered (i.e. Statement of Work Number 1, etc.). This Agreement is not an exclusive engagement with Definian.

1.2 SOW Change Orders. The Parties may mutually agree to execute a change order (“**Change Order**”) to any SOW. In the event that the Client initiates a Change Order to any SOW, as soon as reasonably possible after receipt of any such Change Order, Definian shall provide Client with a written statement offering to perform services consistent with the Change Order or proposing modifications to the Change Order. Any statement offering to perform or proposing modifications to the Change Order will include detailed information as to the availability of resources, and the impact, if any, on the time for completion of Services or the delivery of any deliverables and the cost therefore. Each Change Order shall be signed by the authorized representatives of each Party and shall constitute a formal modification to and become a part of the SOW. In no event shall the SOW be deemed amended except through a Change Order approved by authorized representatives of each Party in accordance with the provisions as described herein.

1.3 Applaud Software. Client acknowledges that the Services will be performed by Definian utilizing Definian’s proprietary software known as Applaud (“**Applaud**”). Client acknowledges that Applaud will be installed on Client’s network during the term hereof for the sole reason of allowing Definian to perform the Services. No license or other rights in or to Applaud are granted to Client hereunder, even if Applaud is installed on Client network. Client may not access Applaud for any reason without prior written approval of Definian. Upon termination of this Agreement or any applicable SOW or as may otherwise be requested by Definian, Client agrees to delete any and all instances of Applaud and/or provide Definian access to its network to allow Definian to delete Applaud.

1.4 Client Responsibilities. Client shall: (a) have sole responsibility for the accuracy and legality of all Client data (“**Client Data**”) provided to Definian hereunder; and (b) provide Definian timely and accurate responses to Definian’s requests for information and/or other assistance as may be necessary for Definian to perform the Services.

1.5 Protection of Client Data. Definian will maintain administrative, physical and technical safeguards designed to protect the confidentiality and integrity of Client Data. Definian will only access, use, process, modify, delete or disclose Client Data: (a) to provide the Services in accordance with this Agreement, and (b) as compelled by law in accordance with the Confidentiality section below.

2. FEES & PAYMENT

2.1 Fees and Payment. Client agrees to pay Definian as set forth on the applicable SOW (the “**Service Fees**”). Client shall also reimburse Definian for pre-approved out-of-pocket expenses and pre-approved third-party expenses incurred in connection with the Services (“**Expenses**”). Unless otherwise set forth in the applicable SOW, Definian will invoice Client monthly for any Service Fees or Expenses incurred in the immediately preceding calendar month. Unless otherwise set forth in an applicable SOW, Client shall pay all invoices within thirty (30) days of the date of invoice. In the event of termination of this Agreement for any reason, Client shall be responsible to pay Service Fees and Expenses for Services performed through the date of termination. Service Fees paid are non-refundable.

2.2 Overdue Payments. Definian may impose late fees, to the extent permitted by law, if Client’s account is thirty (30) days or more overdue, Definian may, in addition to any of its other rights or remedies, upon written notice, suspend Services until such amounts are paid in full. If such failure to pay has not been cured within sixty (60) days of the due date, then upon written notice, Definian may terminate this Agreement and any or all outstanding SOWs in accordance with the Termination for



Cause section below.

2.3 Payment Disputes. Definian shall not exercise its rights under the “Overdue Payments” section above if Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

2.4 Taxes. Unless otherwise stated, Definian’s fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use, sales or withholding taxes collected by any jurisdiction whatsoever (collectively, “Taxes”). Client is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Definian’s net income or property. If Definian has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides Definian with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. PROPRIETARY RIGHTS

3.1 Ownership of Services. All Services and any other materials, information or data, in whatever form of media, specifically prepared for, produced, and/or resulting from Definian’s performance of the Services herein are owned by Definian, unless the Parties mutually agree in an applicable SOW that certain deliverables are to be owned by Client (“Client Owned Deliverables”). To the extent that Parties agree in an applicable SOW that certain Deliverables are to be Client Owned Deliverables, such Client Owned Deliverables shall become the property of Client, exclusive of any Definian materials (“Definian Materials”) contained therein, including but not limited to Applaud. To the extent that title to any Client Owned Deliverables may not, by operation of law, vest in Client or such Client Owned Deliverables may not be considered works for hire, Definian irrevocably assigns all rights, title, and interest in such Client Owned Deliverables to Client, exclusive of any Definian Materials. Upon request, Definian agrees to give Client reasonable assistance required to perfect these rights.

3.2 Reservation of Rights. As between Definian and Client, Client exclusively owns all rights, title and interest in and to all Client Data. Subject to the limited rights expressly granted hereunder, Definian reserves all rights, title and interest in and to the Definian Services and Applaud, including all related intellectual property rights therein and to any improvements, enhancements or updates thereto. No rights are granted to either Party hereunder other than as expressly set forth herein.

3.3 Intellectual Property Restrictions. Client shall not (a) modify, copy or create derivative works based on the Definian Services or Applaud; (b) reverse engineer the Definian Services or Applaud; (c) alter, remove or suppress in any manner any copyright, trademark or other notices displayed by the Definian Services or Applaud; or (d) access the Definian Services or Applaud in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Definian Services or Applaud.

3.4 Feedback. If Client elects to provide to Definian any suggestions, comments, improvements, ideas or other feedback relating to the Definian Services or Applaud (collectively, “Feedback”), Client acknowledges and agrees that Definian may incorporate into the Definian Services or Applaud any such Feedback without any obligation, payment, or restriction based on intellectual property rights or otherwise, excluding any Client Confidential Information contained in the Feedback.

4. CONFIDENTIALITY

4.1 Definition of Confidential Information. As used herein, “Confidential Information” means all confidential and proprietary information of a Party, or any of its Affiliates (“Disclosing Party”), disclosed to the other Party, or any of its Affiliates, (“Receiving Party”) that is marked or designated as “Confidential” and/or “Proprietary”, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, all information and data relating to the provision of the Services, a Party’s business and marketing plans, technology and technical information, product designs, and business processes. The terms and conditions of this Agreement are the Confidential Information of both parties, the pricing and other terms reflected in all SOWs hereunder are the Confidential Information of Definian, and Client Data is the Confidential Information of Client. Notwithstanding the foregoing, each Party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such Party’s business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such Party. Confidential Information (except for Client Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or any third party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

4.2 Confidentiality. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) to not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its



Affiliates' employees, contractors and agents (“**Representatives**”) who need such access for purposes consistent with this Agreement and who are subject to written confidentiality obligations with the Receiving Party containing protections no less stringent than those contained herein. Receiving Party shall be liable for any breach of this Section 4 by its Representatives. Except as otherwise provided by applicable law or as otherwise provided herein, neither Party shall disclose the terms of this Agreement or any SOW to any third party other than its Representatives without the other Party’s prior written consent. The Client will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act, and such compliance shall not be considered a breach of this Agreement.

4.3 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure (to the extent legally permitted).

4.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) or fails to limit access to any Confidential Information of the Disclosing Party in breach of the confidentiality obligations set forth herein, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

4.5 Survival. The obligation of Confidentiality set forth in this Section 4 shall survive termination or expiration of this Agreement.

5. WARRANTIES & DISCLAIMERS

5.1 Mutual Warranties. The Parties each represent and warrant that: (a) the execution, delivery and performance of this Agreement has been duly authorized and nothing contained in this Agreement or in the performance of this Agreement constitutes a breach of any other contract or obligation; and (b) to its knowledge, it is in compliance with all applicable laws, rules, and regulations as they apply to such Party in connection with the services provided under this Agreement.

5.2 Definian Warranties. Definian warrants and represents that: (a) it has all third-party licenses, permits (including governmental work permits and/or other consents/documents enabling Definian to work in the United States), rights, and/or certifications necessary for the performance of Services; (b) it shall perform its Services in a professional, workmanlike, and diligent manner in accordance with this Agreement and applicable law; and (c) it shall use skilled, qualified and competent staff to perform Services each of whom have passed a background check.

5.3 Disclaimer. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEFINIAN EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT SHALL BE DEEMED TO BE A WARRANTY BY DEFINIAN. DEFINIAN MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED BY CLIENT IN CONNECTION WITH THE DEFINIAN SERVICES.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

6.1 Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY’S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CLIENT HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT’S PAYMENT OBLIGATIONS HEREUNDER.

6.2 Exclusion of Indirect Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR COVER DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

6.3 Indemnification. SUBJECT TO SECTION 6.1 AND SECTION 6.2 ABOVE, DEFINIAN AGREES TO DEFEND, INDEMNIFY AND HOLD CLIENT HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR DAMAGES SUFFERED BY CLIENT THAT ARISE OUT OF DEFINIAN’S



NEGLIGENT ACTS OR OMISSIONS, INTENTIONAL TORT, OR INTELLECTUAL PROPERTY INFRINGEMENT, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR FAULT OF THE CLIENT, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF DEFINIAN AND CLIENT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CLIENT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

7. INSURANCE

7.1 Insurance. During the term of this Agreement, Definian shall maintain, at its expense, the following insurance coverages:

- (i) Business Automobile Liability insurance, non-owned and hired motor vehicles with combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence;
- (ii) Commercial General Liability insurance with combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) and Two Million Dollar (\$2,000,000) in the aggregate in a policy year;
- (iii) Workers' Compensation Insurance in state statutory amounts and employer's liability insurance as required by law, but in no event less than One Million Dollars (\$1,000,000) per occurrence;
- (iv) Umbrella Liability insurance with a limit of Ten Million Dollars (\$10,000,000) over General Liability, Auto and Workers' Compensation;
- (v) Professional Liability coverage with minimum limits of Five Million Dollars (\$5,000,000) per claim and annual aggregate;
- (vi) Excess professional liability coverage with a limit of Five Million Dollars, (\$5,000,000) over Professional Liability;
- (vii) Employee Dishonesty and Computer Fraud coverage, in connection with, any fraudulent or dishonest acts committed by employees or agents, in the amount of Two Million Dollars (\$2,000,000) per occurrence; and.
- (ix) Cyber Coverage in an amount of Five Million Dollars (\$5,000,000) per claim and annual aggregate.

All policies shall be written using A- rated carriers falling within a "Secure" rating by the A.M. Best Company or its replacement.

8. TERM & TERMINATION

8.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall terminate on November 30, 2026 (the "Initial Term"). Notwithstanding the foregoing, this Agreement shall control all outstanding SOWs even after termination hereof.

8.2 Term of SOWs. SOWs hereunder shall commence on the Start Date and continue for the term specified in the applicable SOW.

8.3 Termination for Cause. A Party may terminate this Agreement for cause: (a) upon 30 days' written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period; or (b) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Termination for cause by Client shall not relieve Client of the obligation to pay any fees accrued or payable to Definian through the effective date of termination. Upon any termination for cause by Definian, Client shall remain obligated to pay all fees owed through the effective date of termination.

8.4 Surviving Provisions. The terms of any provision required to give effect thereto shall survive the expiration or termination of this Agreement.

9. GENERAL PROVISIONS



9.1 Non-Solicitation of Employees. The Parties agree that during the term hereof and for a period of one (1) year after termination hereof, without the prior written consent of the other, neither Party will directly or indirectly, solicit or aid others to solicit for employment or consultancy any employees, agents or consultants of the other Party; provided, however, that the foregoing provision will not prevent hiring any such person as a result of such person responding to a general advertisement for employment.

9.2 Publicity. Neither Party shall use the other's name, trademarks or logos, without prior written consent in each instance of use. Neither Party shall issue a press release or other public statement regarding this Agreement or the Service provided hereunder, without the prior written consent of the other. Notwithstanding the foregoing, Definian may use Client's name and logo to provide the Services and to identify Client as a customer of Definian.

9.3 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

9.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

9.5 Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Client learns of any violation of the above restrictions, it will use reasonable efforts to promptly notify Definian.

9.6 Notices. All notices shall be in writing and shall be deemed to be delivered when deposited in the United States Postal Service, postage prepaid, return receipt requested, or when sent by email (provided a confirmation copy is promptly by US Mail) or overnight mail. All notices shall be directed to the respective addresses set forth on the title page of this Agreement or to such other address as one Party may, from time to time, designate by notice to the other Party.

9.7 Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

9.8 Severability. Any provision of this Agreement which is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

9.9 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all SOWs), without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.10 Governing Law; Prevailing Party. This Agreement shall be governed exclusively by the internal laws of the State of Texas, without regard to its conflicts of laws rules. The state and federal courts located in Denton County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party consents to the exclusive jurisdiction of such courts.

9.11 Entire Agreement. This Agreement is the entire agreement between the parties regarding Client's use of the Services, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties. The parties agree that any term or condition stated in a Client purchase order or in any other Client order documentation (excluding SOWs) is void. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either Party shall apply to rights granted herein or to any term or condition of this Agreement.

9.12 Signatures; Counterparts. The execution and delivery of this Agreement has been duly authorized and constitutes the legal, valid and binding obligation on each of the parties. This Agreement may be executed and transmitted by facsimile or electronic mail in pdf or other electronic format, and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or electronic mail shall be deemed an original signature for the purpose of this Agreement.



10.13 Disclosure. Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, good, or services with the Client must file a completed conflict of interest questionnaire which is available online at www.ethics.state.tx.us if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the Client. The conflict of interest questionnaire must be filed with the City Secretary of the Client no later than the seventh business day after the person or agent begins contract discussions or negotiations with the Client or submits to the Client an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the Client. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Definian should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the Client to comply with the filing requirement of Chapter 176.

10.14 Texas Government Code Chapter 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Definian affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

10.15 Texas Government Code Chapter 2271. Pursuant to Texas Government Code Chapter 2271, Definian affirms that execution of this Agreement serves as written verification that Definian: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Definian employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the Client under this Agreement are less than \$100,000.00.

10.16 Texas Government Code Chapter 2274. Pursuant to Texas Government Code Chapter 2274, Definian affirms that execution of this Agreement serves as written verification that Definian (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Definian employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the Client under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274. Any terms used in this section which are defined in Texas Government Code Chapter 2274 shall have the meaning given therein.

10.17 Texas Government Code Chapter 2275. Pursuant to Texas Government Code Chapter 2275, Definian verifies it is not:

- (a) owned by or the majority of stock or other ownership interest of the company is held or controlled by:
 - (i) individuals who are citizens of China, Iran, North Korea, Russia, or other designated country, as that term is defined in Texas Government Code Section 2275.0101; or
 - (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country, as that term is defined in Texas Government Code Section 2275.0101; or
- (b) headquartered in China, Iran, North Korea, Russia, or other designated country.

The Client may terminate this Agreement immediately without any further liability if the Client determines, in its sole judgment, that Definian has not provided accurate information in response to this section. This section is not applicable if the Agreement does not grant the Definian direct or remote access to or control of critical infrastructure as defined in the Texas Government Code section 2275.0101, except as specifically allowed by the Client for product warranty and support services.

10.18 Texas Government Code Chapter 2276. Pursuant to Texas Government Code Chapter 2276, Definian affirms that execution of this Agreement serves as written verification that Definian: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.

This section shall not apply if Definian employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the Client under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2276.

*** SIGNATURE PAGE TO FOLLOW ***





IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed and delivered this Agreement with the intent to be bound as of the Effective Date.

CITY OF LEWISVILLE

Signature: Claire Powell

Printed: Claire Powell

Title: City Manager

Date: 10-17-2025

DEFINIAN DATA, LLC

Signed by:
Signature: [Signature]
59D22E7EDA6243B...

Printed: Craig M. Wood

Title: CEO

Date: 10/17/2025 | 3:32 PM CDT

Certificate Of Completion

Envelope Id: 3AB7C08C-A283-4018-A173-3CB4B2B21399	Status: Completed
Subject: Complete with Docusign: Signed Agreement 25.10.17.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Grace Fisher
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	135 S LaSalle
	Suite 2225
	Chicago, IL 60603
	grace.fisher@definian.com
	IP Address: 205.178.51.188

Record Tracking

Status: Original 10/17/2025 1:22:53 PM	Holder: Grace Fisher grace.fisher@definian.com	Location: DocuSign
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Signer Events

Craig M. Wood
craig.wood@definian.com
CEO
Definian Data LLC
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
Using IP Address:
2600:1009:b102:abfa:e563:2f83:ed02:277a
Signed using mobile

Timestamp

Sent: 10/17/2025 1:24:42 PM
Viewed: 10/17/2025 1:32:36 PM
Signed: 10/17/2025 1:32:48 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Definian Receivables Team
receivables@definian.com
Security Level: Email, Account Authentication (None)



Sent: 10/17/2025 1:32:49 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	10/17/2025 1:24:42 PM
Certified Delivered	Security Checked	10/17/2025 1:32:36 PM
Signing Complete	Security Checked	10/17/2025 1:32:48 PM
Completed	Security Checked	10/17/2025 1:32:49 PM

Payment Events

Status

Timestamps