

MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between the Town of Addison (“Client”) and Gradient Solutions Corporation (the “Consultant” or “Contractor”), of Arlington, Texas, a Texas corporation, to be effective as of the 22nd day of April, 2014 (“Effective Date”) with respect to certain consulting services detailed herein to be performed by the Consultant for Client.

ARTICLE I RETENTION OF THE CONSULTANT

The Consultant is being retained to provide services described below to Client based on the Consultant’s demonstrated competence and requisite qualifications to perform the scope of the services described herein. Client agrees to and hereby does retain the Consultant, as an independent contractor, and the Consultant agrees to provide the services to Client, upon the terms and conditions provided in this Agreement.

ARTICLE II SCOPE OF SERVICES

The Consultant covenants and agrees to provide those services listed in the Scope of Services, as detailed in Appendix A, attached hereto and incorporated herein for all purposes (the “Services”) as may be agreed upon in a Work Authorization, as later defined. The Consultant agrees that the Services provided will be performed in a professional manner in accordance with the standards of the consulting industry and complete in all respects. Client will issue a Work Authorization as shown in Appendix B (“Work Authorization”) to Consultant as may be necessary from time to time to engage the Services. Each Work Authorization and each term therein are hereby incorporated into the Agreement verbatim as if specifically set out herein.

Client acknowledges and agrees that it shall be its responsibility to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in the Services delivered to Client. Client agrees to accept full and exclusive responsibility for any and all implementation decisions and other actions taken to effect the adoption or execution of recommendations identified and developed through the Services, and for the results of those decisions and actions.

Consultant is retained only for the purposes set forth in the Agreement. As a prerequisite to Consultants’ delivery of Services, Client shall (i) fulfill the client responsibilities and ensure that all Assumptions are accurate; (ii) provide Consultant with reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals; and (iv) furnish Consultant’s personnel with a suitable office environment and adequate resources and supplies, as needed. In addition, Consultant shall be entitled to rely on all Client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties. If such responsibilities are not met, Consultant may not be able to perform the engagement or to do so in a timely fashion. Nothing in this Agreement shall require Consultant to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as expressly agreed to in the Work Authorization.

**ARTICLE III
TERM**

The Consultant shall commence work immediately upon receipt of a written Notice to Proceed issued by Client. This Agreement shall remain in effect until the completion of the Services,(the "Termination Date"), unless earlier terminated as provided herein. However, this agreement can be renewed by the parties executing a new Work Authorization as shown in Appendix B, and attaching it to a copy of this agreement. This Agreement shall be deemed terminated, and the independent contractor relationship between the Consultant and the Client severed, by either party by providing ninety (90) days written notice to the other party subject to termination provisions in any Work Authorization.Upon any termination Client shall promptly pay Consultant for fees and reimbursable expenses incurred to the Effective Date of termination.

**ARTICLE IV
COMPENSATION**

1.**Compensation.** As sole and sufficient compensation for the Services under this Agreement, the Client agrees to pay and the Consultant agrees to accept the compensation as reflected on the executed individual Work Authorization as shown in Appendix B. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide and/or deliver the Services, including materials, training, equipment used, and overhead expenses. The compensation quoted in the Work Authorizations does not include taxes. Consultant shall bill the Client for all applicable sales, use, excise, value added and other taxes associated with your receipt of the services and deliverables hereunder, excluding taxes on Consultant's income.

2.**Reimbursement.** The Consultant shall be entitled to reimbursement for reasonable, ordinary and necessary business expenses incurred in the performance of Consultant's duties hereunder for such items as travel, lodging, meals and other out-of pocket, including parking, mileage and tolls, reasonable report production, printing cost, duplication costs and direct supplies used during the course of performing the Services.

3.**Invoicing.** The Consultant shall document the Services rendered and the expenses which may be reimbursed hereunder by providing Client with invoices dated approximately the last day of each month. Each invoice shall describe the Services performed and reimbursable expenses incurred by the Consultant from the first day of the month through the last day of that month.Consultant shall invoice Client in accordance with the billing schedule in the Work Authorization and Client shall pay invoices within thirty (30) days of receipt.

If Client disputes any invoice Client shall timely pay the undisputed portion and promptly notify Consultant in writing of the nature of the dispute as to the remainder, and the parties will use their best efforts to resolve the dispute expeditiously. In the event the dispute is not resolved within thirty (30) days after receipt by Consultant of the notice of such dispute, Consultant may suspend performance of the Services, without limitation or waiver of any other right or remedy available under this Agreement or at law.

**ARTICLE V
RELATIONSHIP BETWEEN THE PARTIES**

The parties hereto recognize that the governing body and executive management team shall manage the business and affairs of Client and that the relationship between Client and Consultant shall be one of independent contractor. The Consultant acknowledges and agrees that it and its staff shall not be considered an employee of Client for any purpose.

Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. Under no circumstances shall the Consultant represent to suppliers, contractors or any other parties that it or its employees are employed by Client or that they serve Client in any capacity other than as an independent contractor.

In the performance of any and all Services under this Agreement, the Consultant as an independent contractor has the sole right to supervise, manage, operate, control, delegate, and direct the performance of the details incident to the Services. Neither the Consultant, nor its staff, shall be entitled to any insurance, pension, vacation, sick leave or other benefits customarily afforded to employees of Client. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or to otherwise create any liability for Client whatsoever with respect to the liabilities, obligations or acts of the Consultant or any other person. Client acknowledges that the services to be rendered by Consultant are not exclusive to Client, and Consultant may provide similar services to other clients.

Client shall accept deliverables which conform to the requirements of the Work Authorization. Client will promptly give Consultant notification of any non-conformance of the deliverables with such requirements ("Non-conformance"), and Consultant shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the deliverable before acceptance, fails to promptly notify Consultant of any Non-conformance, or unreasonably delays the acceptance of deliverables, then the deliverable shall be considered accepted by the Client.

While Consultant shall attempt to comply with Client's request for specific individuals, Consultant shall be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder without prior written consent of such other party.

ARTICLE VI REPRESENTATION AND WARRANTIES

The Consultant represents and warrants to Client that (a) it is under no contractual or other restriction or obligation, the compliance with which is inconsistent with the execution of this Agreement, the performance of its obligations hereunder or the rights of Client hereunder; (b) it has no business or familial relationship with a Client staff or governing body member; and (c) it nor its staff is under any financial, physical or mental disability that would hinder the full performance of its obligations under this Agreement. Consultant further warrants that it shall perform the Services in a good and professional manner. Client shall be relying upon Consultant's competence, impartiality, thoroughness and professionalism in performance of the Services. As a result, Consultant shall be accountable and responsible to Client under the foregoing warranty for the compliance of the Services with such standards. Consultant's responsibility and accountability under the foregoing warranty is not intended to apply to the negligence or failures of Client or factors outside of the control of Consultant. Notwithstanding anything to the contrary, Client agrees, acknowledges and understands that Consultant's performance of its Services under this Agreement is subject to and conditioned upon the timely cooperation, willingness, responsiveness and skill level of Client and its applicable employees

and the fulfillment of the responsibilities of Client, if any, set forth in the Agreement. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND CONSULTANT HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Consultant cannot and does not warrant the products or services of third parties, except to the extent that said "third party" is an agent or subconsultant of Consultant.

ARTICLE VII CONFIDENTIAL INFORMATION

Confidential Information. All materials developed in the course of providing and in relation to the Services provided in whole or in part by the Consultant, its employees and subcontractors are proprietary and confidential information and shall, upon payment of Consultant's invoices therefore, be owned by Client. Client will retain ownership of all work-in-progress, upon payment of Consultant's applicable invoices therefore. In addition the Consultant acknowledges that any information it or its employees, agents or subcontractors obtain regarding the operation of Client, its products, services, policies, customer, personnel and any other aspect of its operation ("Confidential Information") is proprietary or confidential, and shall not be revealed, sold, exchanged, traded or disclosed to any person, company or other entity during the period of the Consultant's retention hereunder or at any time thereafter without the express written permission of Client. The parties agree that, during the course of the engagement, communication between the parties may be by e-mail with each other and with outside specialists or other entities engaged for this Agreement. The parties acknowledge and accept that neither can guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only to such parties. Consultant specially disclaims, and Client expressly acknowledges and agrees that Consultant shall not have, responsibility or liability in connection with e-mail transmissions. Nonetheless, the parties will use due diligence to secure the privacy and proper transmission of e-mails, including any attached document.

The parties hereby agree that each of the provisions in this Article VII are important and material, and significantly affect the successful conduct of the business of Client, as well as its reputation and goodwill. Any breach of the terms of this Article VII is a material breach of this Agreement, from which the Consultant may be enjoined without waiver of any other right or remedy to which Client may be entitled as a result of said breach.

The Consultant understands and acknowledges that the Consultant's responsibilities under this Article VII of this Agreement shall continue in full force and effect after the Consultant's contractual relationship with Client ends for any reason.

Notwithstanding anything in this Agreement to the contrary, Consultant shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Consultant; (ii) was in Consultant's lawful possession prior to the disclosure and had not been obtained by Consultant either directly or indirectly from Client; (iii) is lawfully disclosed to Consultant by a third party without restriction on disclosure; (iv) is independently developed by Consultant without use of or reference to the Client's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Consultant gives Client prompt written notice of such requirement to permit Client to seek a protective order or other appropriate relief.

ARTICLE VIII

OWNERSHIP

Ownership of Documents, Information, Materials, Notes, Etc. All final reports developed and provided by Consultant (the “Documents”) are and shall at all times be and remain, upon payment of Consultant’s invoices therefore, the property of Client and shall not be subject to any restriction or limitation on their further use by or on behalf of Client, except as otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by Client for any of the Documents, whether after termination of this Agreement or otherwise, the same shall be turned over to Client without delay, and in no event later than thirty (30) days after such demand is made. Consultant shall have the right to retain copies of the Documents and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of the Documents is determined to be unenforceable, either in whole or in part, Consultant hereby assigns and agrees to assign to Client all rights, title and interest that Consultant may have or at any time acquire in said Documents and other materials, provided that Consultant has been paid as aforesaid.

Consultant’s work papers shall remain the sole and exclusive property of Consultant. “Work papers” shall mean those documents prepared by Consultant during the course of performing Services including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Services. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of Services that are of general application and that are not based on Client’s Confidential Information hereunder (collectively, “Consultant’s Building Blocks”). To the extent any deliverables incorporates Consultant’s Building Blocks, Consultant gives the Client a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions contained in Article VII, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, Client will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant’s Building Blocks.

ARTICLE IX GENERAL PROVISIONS

1. Compliance with Laws. Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, codes and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting its performance under this Agreement, including, without limitation, workers’ compensation laws, antidiscrimination laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, and licensing laws and regulations.

2. Notices. In each instance under this Agreement in which one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand, (ii) one (1) business day after being deposited with a reputable overnight air courier service, or (iii) three (3)

business days after being mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and, in all events, addressed as follows:

In the case of Consultant:

Gradient Solutions Corporation
Attn: Calvin E. Webb II
711 Crowley Road
Arlington, Texas 76012

In case of the Client:

Town of Addison
Attn:

Either party hereto may from time to time change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

3. Controlling Law, Venue. This Agreement, and all of its provisions, shall be governed by and construed in accordance with the law of the state of Texas without reference to its conflicts of law principles. The parties hereto consent and submit to the personal jurisdiction and venue of the state and federal courts in the state of Texas, county of Tarrant for purposes of any action permitted by subsection 10 below.

4. Entire Agreement. This Agreement, including these terms and conditions and any other appendices or attachments, is the entire agreement of the parties, and supersedes all prior oral representations, warranties, understandings, stipulations, agreements, negotiations, initial statements of work, or promises pertaining to this Agreement or the expressly mentioned extrinsic documents not incorporated in writing in this Agreement.

5. Invalidity. If any part of this Agreement is declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement. Those portions not declared invalid shall remain in full force and effect as if this Agreement had been executed without the inclusion of the invalid portion. The invalid portion, if any, shall be modified by the court to the extent necessary to become enforceable.

6. Modification. This Agreement constitutes the entire agreement between the Client and the Consultant and may not be changed, altered, or modified unless in writing and signed by a duly authorized representative of the parties.

7. Binding Effect. The rights and benefits of the Consultant under this Agreement are personal to the Consultant and shall not be subject to voluntary or involuntary alienation, assignment, subletting, or transfer. This Agreement may be assigned by Client upon prior written consent of Consultant, which shall not be unreasonably withheld, and shall inure to the benefit of any such assignee.

8. Waiver. Waiver by either party of any breach of this Agreement by the other party shall not be effective unless in writing signed by a representative of the party to be charged, and no such waiver shall operate or be construed as a waiver of any subsequent breach.

9. Acknowledgment. The Parties agree by their signatures to this Agreement before signing it they fully understand its terms and provisions and hereby expressly acknowledge receipt of a copy of this Agreement.

10. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Tarrant County, Texas, in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Notwithstanding the above, Client shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent the continuation or occurrence of any violation of Article VII hereof. Each party shall bear its own attorneys' fees and costs, including its share of the costs of the arbitration, provided that the prevailing party (as designated by the arbitrators in their award) shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

11. INDEMNIFICATION AND NON-PARTIES. THE CONSULTANT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS CLIENT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, COSTS, OR LIABILITIES OF ANY TYPE OR NATURE, AND BY OR TO ANY PERSONS WHOMSOEVER, TO THE EXTENT ARISING FROM (a) THIRD PARTY CLAIMS FOR PERSONAL INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY RESULTING FROM THE CONSULTANT'S NEGLIGENT PERFORMANCE OF OR FAILURE TO PERFORM THE WORK TO BE ACCOMPLISHED UNDER THIS AGREEMENT, WHETHER SUCH CLAIM OR LIABILITY IS BASED IN CONTRACT, TORT, OR STRICT LIABILITY OR (b) ACTUAL OR ALLEGED INFRINGEMENT BY THE DELIVERABLES OF THE PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY ("IP CLAIM"). CONSULTANT SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY IP CLAIM BASED UPON OR RESULTING FROM (i) MODIFICATION OF THE DELIVERABLES, UNLESS THE MODIFICATION WAS MADE BY CONSULTANT; (ii) THE USE, OPERATION OR COMBINATION OF THE DELIVERABLES WITH NON-CONSULTANT PROGRAMS, DATA, EQUIPMENT OR DOCUMENTATION IF SUCH INFRINGEMENT WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE, OPERATION OR COMBINATION; (iii) THE NON-COMPLIANCE WITH CONSULTANT'S USER DOCUMENTATION, IF ANY; OR (iv) OTHERWISE BY CLIENT'S OR THIRD PARTY PRODUCTS OR SERVICES. THIS SECTION 11 STATES THE ENTIRE LIABILITY OF CONSULTANT AND THE EXCLUSIVE REMEDY OF THE CLIENT WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, WHETHER UNDER THEORY OF INDEMNITY, BREACH OF CONTRACT, WARRANTY OR OTHERWISE. CONSULTANT SHALL HAVE NO OBLIGATION UNDER THIS SECTION 11 FOR CLAIMS TO THE EXTENT ARISING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT OR ANY OTHER INDEMNIFIED PARTY HEREUNDER. CONSULTANT'S OBLIGATIONS UNDER THIS SECTION 11 ARE CONDITIONED UPON THE FOLLOWING: (a) THE PARTY SEEKING INDEMNIFICATION HEREUNDER SHALL PROVIDE CONSULTANT WITH PROMPT WRITTEN NOTICE OF ANY CLAIM FOR WHICH INDEMNIFICATION IS SOUGHT; (b) CONSULTANT SHALL CONSULT WITH AND SEEK THE APPROVAL OF CLIENT PRIOR TO THE SETTLEMENT OF SUCH CLAIM; AND (c) THE INDEMNIFIED PARTY OR PARTIES SHALL REASONABLY COOPERATE WITH CONSULTANT IN SUCH DEFENSE AND SETTLEMENT. THE

PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON PROVIDED FOR OR ALLOWED HEREUNDER.

12. **Benefits Inured.** This Agreement is solely for the benefit of the parties hereto and their successors and assigns. Nothing contained in this Agreement is intended to, nor shall be deemed or construed to, create or confer any rights, remedies, or causes of action in any person or entities that are not parties to this Agreement or the successors or assigns of the parties hereto.

13. **Survival.** Articles IV, VII, VIII, IX and X shall survive expiration or termination of this Agreement for any reason.

14. **General.** Notwithstanding anything herein to the contrary, Consultant may reference or list Client's name and/or a general description of the Services/project. Client also agrees that upon reasonable prior notice from Consultant, Client will be willing to provide a reference for Consultant (e.g. in the form of client telephone calls, presentations, and the like).

**ARTICLE X
RISK ALLOCATION**

This Article is overriding and controlling over any provision in this Agreement or any Work Authorization that is in conflict with, contrary to or ambiguous with the provisions of this paragraph, unless specifically addressed in a Work Authorization.

(1) Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to the particular individual Work Authorization out of which the claim or cause arises or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

(2) As Consultant is performing the Services solely for the benefit of Client, Client will indemnify Consultant against all costs, fees, expenses, damages and liabilities (including defense costs) associated with any third party claim, relating to or arising as a result of the Services, Client's use of the deliverables, or this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date and year first written above.

CONSULTANT:
Gradient Solutions Corporation

CLIENT:
Town of Addison

By: _____
Calvin E. Webb II
President & CEO

By: _____
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX

APPENDIX A

SCOPE OF SERVICES

This Appendix A is attached to and made a part of that certain Master Professional Services Agreement between the Town of Addison and Gradient Solutions Corporation hereinafter Consultant, (the "Agreement"). Any term used in this appendix shall have the meaning given to that term by the Agreement.

The Scope of Services under the Agreement is described as follows:

1. Under the direction and coordination with (name of primary contact or contacts) designees, the Consultant shall perform services along the lines of:

- Business Risk Assessment and related services,
- Compliance and Internal Control Assessments / Monitoring,
- Consultation surrounding the Committee of Sponsoring Organization Framework,
- Data Analytics (Dashboards, Business Intelligence, Reporting,etc.),
- Data mining techniques,
- Training Programs,
- Business process improvement
- Management consulting, and
- Software hosting related to applicable service offerings.

2. Work to be performed shall be procured through a Work Authorization form, a sample of which is attached hereto.

3. Any performed engagement will not constitute procedures, work, examinations, or any other similar steps in accordance with Generally Accepted Auditing Standards, the Institute of Internal Audit Standards, Government Accountability Office Standards, or any other authoritative body. Thus Gradient's engagements will not constitute an audit, compilation, review, attestation service, or fraud examination. Gradient is not a public accounting firm. In addition, none of our engagements will entail assessment of the employees' capabilities in performing their identified tasks.

APPENDIX B

SAMPLE

WORK AUTHORIZATION

This Work Authorization is made as of this ____ day of _____ 201_, under the terms and conditions established in the MASTER PROFESSIONAL SERVICES AGREEMENT dated as of _____, 201_ between the _____ (“Client”) and Gradient Solutions Corporation (Gradient). This Work Authorization is made for the following purposes consistent with the services defined in the Master Professional Services Agreement:

Section A. – Scope of Services

Description of Services

Key Tasks

Deliverables and/or Other Results of Services

Section B. – Schedule

Section C. – Compensation, Expenses and Billing Terms

Section D. – Client’s Responsibility

Section E. – Other Provisions

Town of Addison

Gradient Solutions Corporation

By: _____

By: Calvin E. Webb II

Signature: _____

Signature: _____

Title: _____

Title: President& CEO

Date: _____

Date: _____