



creating what's next for Fort Bend County

Project Name: 2016-1201 vP-CFBTX

List of Services

Vision will perform the following services for Fort Bend County:

- › Website Development Services
- › Intranet Development Services
- › visionLive™ Subscription Services

Cost Summary

<u>Term and Service</u>	<u>Fees</u>
Year 1 (Development)	\$63,254
Year 2 (vLive)	\$37,267
Year 3 (vLive)	\$29,526
Total Cost	\$130,047

Contacts

County Project Manager

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

County Contract Contact

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

Vision Project Manager

- › Name: David Rodriguez, or his designee
- › Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- › Phone: (310) 656-3100
- › Email:
- › Fax: (310) 656-3103

Vision Contract Contact

- › Name: Contract Administrator
- › Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
- › Phone: (310) 656-3100
- › Email: contracts@visioninternet.com
- › Fax: (310) 656-3103



Addendum A

website platform upgrade services

This Addendum A is made and entered into by Vision Technology Solutions, LLC ("**Contractor**") and Fort Bend County, Texas ("**Client**") as of the date of full execution.

Contractor and Client hereby mutually acknowledge and agree that:

1. On April 27, 2015, Contractor and Client entered into the Master Services Agreement ("**Agreement**"), incorporated herein by reference and attached as "Exhibit A".
2. The Agreement, including all other terms and conditions therein, shall continue in effect.
3. This Addendum A supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. In the event of any conflict or inconsistency between the provisions of this Addendum A and the Agreement, the provisions of this Addendum A shall control.

Included Services

Pursuant to the terms herein, Contractor agrees to provide website development services as provided below in exchange for payment of fees and compliance with the terms and conditions of this Addendum A and the Agreement. Website development services include the following:

Navigation and Graphic Design with Advanced Design Package.

Through performing advanced website (UX) analysis The Contractor will consult with Client on how to organize Client website content. Based on this consultation, the Contractor will create a homepage layout wireframe that shows the placement of key information and dynamic content. The Client will review the homepage layout wireframe and may provide feedback to Contractor. The Client will choose one option from the following: (a) video background homepage with interior pages; (b) video/image carousel background homepage with interior pages; (c) anchored scrolling homepage; (d) cards/tiles homepage; or (e) parallax homepage. The Contractor will then provide Client with one draft homepage design concept via Client-accessible software or as an email attachment ("Delivery"). The Contractor will revise the homepage design concept. After Client reviews the final homepage design concept, the Contractor will provide three interior page designs per standard layouts available through Contractor's template builder and VCMS widget requirements. The Contractor will deliver the following:

- Advanced website (UX) analysis
- One homepage design concept
- Approved homepage design
- Up to three interior page templates
- One option from the following:
 - video background homepage with interior pages
 - video/image carousel background homepage with interior pages;
 - anchored scrolling homepage;
 - cards/tiles homepage; or
 - parallax homepage



Vision Content Management System™ Interactive Components and Features

The Contractor will implement Client's website using the VCMS. Customization of the VCMS includes the frontend graphic design and layout as well as adding or subtracting fields.

The VCMS will be implemented with the components provided under Addendum B.

Project Notes

By initialing, Client acknowledges that Client agrees to and understands the Project Notes Section: _____.

- ▶ Client-created customizations or integrations to the site files or database will not be duplicated on the new VCMS. Client may be responsible for identifying any customizations and for implementing them in the new system.
- ▶ The following components will not be duplicated to the new VCMS:
 - Agenda and Minutes Archiver
 - Guestbook
 - Most Visited Pages
 - News (blog view)
 - Photo Album (flash view)
 - Twitter Updates
 - Weather Forecast
- ▶ The following component will be duplicated to the new VCMS:
 - eNotification
 - Extranet (data will not carry over)
 - Google Search
- ▶ Contractor will migrate existing content to the new site except for content from the custom components above and from the Form Tool, Polling Tool, Service Requests and Facilities directory. These Tools have been revamped and the Client will need to recreate the content currently used on the website.
- ▶ Contractor will duplicate Client's existing Fire Marshal maps.

Integration of Third-Party Components and Databases.

- ▶ Google Translate Integration

Additional HTML Template

The Contractor will provide Client an HTML template that vendors of third-party components can use. Contractor will also integrate links to these third-party components into the overall website navigation. Additional web-interfaces with third-party databases and systems are outside the scope of work of this Addendum A.

Website Development Fees

Client agrees to pay Contractor for Website Development as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum A for \$55,446; provided however, that Client meets the conditions as set forth below:

Service	Cost
Website Development Package	
▶ 1 day of consultation via remote meeting service	
▶ Navigation and Graphic Design with Responsive Design	
▶ Custom content migration script	\$32,530
▶ VCMS	
▶ 2 days of web-based training via remote meeting service	



Advanced Design Package (includes Advanced Website Analysis Package)	\$6,500
Design Themes (5)	\$9,000
Basic Subsite	\$7,500
Mobile Homepage Enhancement	\$4,500
Sub-total	\$60,030
Service Hours Credit	(\$4,584)¹
Conditional Total	\$55,446

2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:

- (a) An initial payment equal to 40% of the total cost;
- (b) A payment equal to 20% of the total cost upon Contractor's Delivery of the draft homepage design concept to the Client;
- (c) A payment equal to 20% of the total cost upon implementation of the website into the VCMS on a Contractor-hosted development server; and
- (d) A payment equal to 20% of the total cost upon Completion (upon transfer of the website to the production server with a public Internet Protocol address); provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

3. Non-Contractor Hosting. If Contractor is not providing hosting services under Addendum B or Addendum C, then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

4. Export of Content. Upon Client's request, Contractor shall export content (documents and images only) to their respective libraries for \$450 each request. This shall be treated as Extra Work.

5. Non-appropriation. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Addendum A, Client shall notify all necessary parties that this Addendum A shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Client.

Additional Website Development Terms and Conditions

1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), CSS, JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server ("MS-SQL"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("MS-Server"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "Supported Web Browsers".

¹ Reflects the Client's available service hours that Vision will credit towards the total cost; provided, however, that the Client uses the credit solely towards the website development services provided in this Addendum A, and may not apply towards Export of Content.



2. Contractor will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A. Client further understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants a limited, non-exclusive, and non-transferrable license for Client to use the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool, collectively, the "**VCMS**"), and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with this Agreement and Addendum B. The VCMS provided under this Agreement is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

4. Intellectual Property Indemnification. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products. Client grants to Contractor exclusive control of the litigation and settlement of any such claim, provided that, in the event Contractor and/or its retained counsel fail to promptly provide such defense, or, having commenced such defense, fail to diligently proceed with such defense, Client shall have the right to assume the defense of any such matter through legal counsel of its own choosing, and in such case, Contractor shall remain liable for attorney's fees and litigation expenses incurred by Client in conjunction therewith, subject to the terms of this Addendum A and the Agreement. However, Contractor shall not enter into any settlement agreement or otherwise agree to the entry of any order or judgment that requires Client to take any specific action, admit liability or pay any sum of money out of its own resources without Client's prior written approval, and provided further, that Client has the right, but not the obligation, at its expense, to participate in the defense of any such claim through counsel of its own choosing.



IN WITNESS WHEREOF, the Parties have caused this Addendum A to be signed by their duly authorized representatives and given effect as of the last signature date below (the "Effective Date").

"Client"

FORT BEND COUNTY

Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Name: Laura Richard

Title: County Clerk

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION
INTERNET PROVIDERS

Signature: _____

Name: David M. Nachman

Title: Chief Executive Officer

Date: 12/7, 2016

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Addendum.

Robert Ed Sturdivant, County Auditor



Addendum B

visionLive™ subscription services plus edition

This Addendum B is made and entered into by Vision Technology Solutions, LLC ("**Contractor**") and Fort Bend County, Texas ("**Client**") as of the date of full execution.

Contractor and Client hereby mutually acknowledge and agree that:

1. On April 27, 2015, Contractor and Client entered into the Master Services Agreement ("**Agreement**"), incorporated herein by reference and attached as "Exhibit A".
2. The Agreement, including all other terms and conditions therein, shall continue in effect.
3. This Addendum B supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. In the event of any conflict or inconsistency between the provisions of this Addendum B and the Agreement, the provisions of this Addendum B shall control.










Subscription Services

Pursuant to the terms herein (which includes and incorporates Contractor's acceptable use policy ("**AUP**") posted at www.visioninternet.com, and as such policy may change from time to time), Contractor agrees to provide VCMS Licensing Services, Hosting Services, and Support Services (collectively "**Subscription Services**") as provided below for the Client's Website developed under Addendum A, which utilizes Contractor's Vision Content Management System ("**VCMS**"). Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:











VCMS Licensing Services. Contractor shall grant a limited, non-exclusive, and non-transferrable license for Client to use the Plus Edition of the VCMS, and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with the Agreement and this Addendum B. The VCMS provided under this Addendum B is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section. The Plus edition of the VCMS, which includes the following functionalities indicated by the applicable check marks:

visionCMS™ Functionality





































Site Administration & Security

	Advanced WYSIWYG Editor	✓
	In-page Editing	✓
	User Management & Security	✓
	Navigation Management	✓
	Accessibility Features	✓
	visionMobile Designer	✓
	Approval Cycle *	✓
	Mega Menu Designer *	✓
	Extranet (Password Protected External Content)	✓

User Experience & Interactivity

	Calendar	✓
	FAQs	✓
	Facility Directory	✓
	Staff Directory	✓
	Service Directory	✓
	Google Translation	✓
	Online Form Builder	✓
	News Postings	✓
	Job Posts	✓
	Facilities/Events Registration	✓

* Requires an implementation fee

visionLive editions	Plus Edition
 Online Polling  Citizen Request Management Tool  Business Directory  RFP Posts  Online Payments  visionSearch  Job Application Manager	      
Outreach, Media & Social Networking	
 eNotification Tool  Emergency Alerts  RSS Feeds  Facebook & Twitter Feed Readers  Audio & Video Embedding  Photo Gallery & Slide Show  visionSocial  Streaming Video Center	       
Developer Features	
 Import/Export  APIs  Sandbox Test Environment	  

Sandbox Environment

The Sandbox is an independent version of Client's website on Contractor's non-production servers, where Client can conduct testing and teaching in a private, nonpublic-facing environment. To facilitate on-going testing, content from Client's live website can be synced to the sandbox environment upon request.



Additional Interactive Components and Features

- None at this time.

VCMS Licensing Services include:

- Periodic functional enhancements.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

VCMS Licensing Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Compatibility with Client's third-party products.
- Website design services.
- All other services not expressly provided for in this Agreement and its applicable Addendum(s).

Hosting Services. Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- SOC-certified datacenter
- Full hardware redundancy
- Redundant generator backup
- Daily data backups
- Intrusion protection
- 24/7 monitoring
- 99.9% uptime
- DDoS mitigation service
- Up to 250 GB of website content storage
- Standard disaster recovery service with 90 minute failover

Premium Disaster Recovery Services. Contractor will provide, in a separate colocation facility ("DR Facility"), shared website hosting on an additional Microsoft Windows Server and shared database hosting on an additional Microsoft SQL Server for one (1) unique VCMS website. The Premium Disaster Recovery Service includes:

- Data replication from primary hosting facility to DR Facility initiated every 15 minutes at minimum
- In the event of hardware failure, power failure, internet failure or natural disaster impacting Contractor's primary hosting facility (collectively, "**Failure**"), Client's website will failover to Contractor's DR facility. Failure shall exclude the following non-exhaustive occurrences: routine or scheduled maintenance; modifications by Client or its designee, including modifications to hosting settings; or Distributed Denial of Service (DDoS) attacks that succeed in overcoming Contractor's third-party provided DDoS defense. Contractor guarantees that a website outage resulting from a Failure shall not exceed 5 minutes. If the outage exceeds 5 minutes, then the following applicable credit shall be reflected in Client's next invoice following the outage:

Outage from Failure Exceeding 5 Minutes in One Calendar Month	Credit
One occurrence exceeding 5 minutes	50% of Client's Premium DR Fees for the applicable month
Two or more occurrences with each exceeding 5 minutes	100% of Client's Premium DR Fees for the applicable month
Any recovery exceeding 30 minutes, regardless of number of occurrence in one calendar month	100% of Client's Premium DR Fees for the applicable month



Support Services. Support Services is defined as technical support, account management, and education and training for the VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- Annual dedicated Account Manager
- Account Management*
 - Semiannual account reviews (Health Checks)
 - Semiannual site analytics report
 - Semiannual graphics site audit
 - Up to 30 hours of site improvement credits**
- Education and Training
 - Training and best practices webinars
 - Access to On-Demand Training Library
 - On-going new user training (via remote meeting service)
 - Monthly office hours (via remote meeting service)

* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.

** Thirty site improvement credits will be available beginning the second year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

Customizations. The following are customizations provided in Client's project:

- Impact Weather Tool FTP Access. Contractor will provide a File Transfer Protocol for Client's Impact Weather Tool. This FTP will not be located on the same server as the VCMS, but the VCMS will be able to retrieve resources located in the FTP folder. This FTP will only accept static files such as HTML, documents, images and text files. For security reasons, no server side applications or executable files can be placed in this FTP folder. If applications are required, then Client will need to obtain an FTP location outside of Contractor's datacenter.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to its Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

Term

This Addendum B will remain in effect for 3 years from the Effective Date. Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term. Client shall permanently delete all copies of the VCMS upon termination of this Addendum B and/or the Agreement.



Subscription Fees

1. Main Website. All Subscription Services provided for the Client's main website during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$16,350 per year beginning the second year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. Websites exceeding 250 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.
2. Basic Subsite. All Subscription Services provided for the Client's Basic Subsite during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$2,750 upon Completion of the Basic Subsite, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms; provided, however, that the Basic Subsite is completed before the second year of this Agreement. If the Basic Subsite is completed after the second year of this Agreement, then Contractor shall invoice Client the pro-rated rate for the applicable year. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. If the Basic Subsite exceeds 5 GB of storage, then it shall be subject to an additional monthly fee of \$50 per 5GB increment.
3. Non-appropriation. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Addendum B, Client shall notify all necessary parties that this Addendum B shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Client.

Term	Subscription Fees
Year 1 (Effective Date)	\$0
Year 2 (Anniversary of Effective Date)	\$19,100
Year 3 (2 nd anniversary of Effective Date)	\$20,055
Total Subscription Cost	\$39,155.00

Limited Warranty

If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All programming code developed by Contractor within Addendum B is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**"); provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Addendum B and the Agreement. In the event of breach of the limited warranty in this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

Signatures follow.



IN WITNESS WHEREOF, the Parties have caused this Addendum B to be signed by their duly authorized representatives and given effect as of the last signature date below (the "**Effective Date**").

"Client"

FORT BEND COUNTY, TEXAS

Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Name: Laura Richard

Title: County Clerk

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION
INTERNET PROVIDERS

Signature: David M. Nachman

Name: David M. Nachman

Title: Chief Executive Officer

Date: 12/7, 2016

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Addendum.

Robert Ed Sturdivant, County Auditor



Addendum E-1

intranet development services

This Addendum E-1 is made and entered into by Vision Technology Solutions, LLC ("**Contractor**") and Fort Bend County, Texas ("**Client**") as of the date of full execution.

Contractor and Client hereby mutually acknowledge and agree that:

1. On April 27, 2015, Contractor and Client entered into the Master Services Agreement ("**Agreement**"), incorporated herein by reference and attached as "Exhibit A".
2. The Agreement, including all other terms and conditions therein, shall continue in effect.
3. This Addendum E-1 supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. In the event of any conflict or inconsistency between the provisions of this Addendum E-1 and the Agreement, the provisions of this Addendum E-1 shall control.

Included Services

Pursuant to the terms herein, Contractor agrees to provide intranet development services as provided below in exchange for payment of fees and compliance with the terms and conditions of this Addendum E-1 and the Agreement. Intranet development services include the following:

Intranet with Responsive Design

Contractor will implement the intranet as follows:

- Complete main website project
- Replicate the main website including components such as calendar, news, etc., but excluding optional components that require extra implementation fee
- Implement the approved Intranet design
- Migrate up to 25 pages
- Launch the website behind a firewall so as to make it inaccessible from outside Client's internal network².

The Intranet must be hosted on the Client's server according to the specifications provided in this Addendum E-1.

RSS viewer widgets can be used to retrieve and display information from the main site, such as news and events, and display them on the Intranet. Any content can be retrieved as long as a RSS feed URL is available. If a website user clicks on one of the news or events items in the RSS viewer, they will be taken to the detailed information on the main website. Please note that items from the Intranet and main site will not be combined into one list. In this approach, the content in the website and the Intranet plus all management tools would be separate.

RESPONSIVE DESIGN FOR THE INTRANET

Contractor will implement Responsive Design for the Intranet website that will display an optimized view of the Intranet for mobile devices.

² For users to access the Intranet from outside Client's network, they may need to use a VPN to access Client's network prior to accessing the Intranet.



Intranet Development Fees

Client agrees to pay Contractor for Intranet Development as follows:

1. Price. Contractor agrees to perform work set forth in this Addendum E-1 for \$16,955.
2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:
 - (a) An initial payment equal to \$7,808; and
 - (b) A payment equal to \$9,147 on or after October 1, 2017, or after Completion (transfer of the intranet to the production server with a public Internet Protocol address), whichever is later.
3. Non-Contractor Hosting. At Client's request, Contractor will assist Client with setting up the intranet on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

Additional Intranet Development Terms and Conditions

1. Client understands and agrees that Contractor will develop the intranet to be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Intranet may not be compatible with previous or future versions. Intranet will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the intranet will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the intranet is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".
2. Client understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.
3. Ownership; Limited Licensing of Intellectual Property.
 - 3.1. Designs. Upon payment in full of the intranet development fees provided under Addendum E-1, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.
 - 3.2. Vision Content Management System™. Contractor also grants a limited, non-exclusive, and non-transferrable license for Client to use the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool, collectively, the "**VCMS**"), and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its intranet; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with the Agreement and this Addendum E-1. The VCMS provided under this Addendum E-1 is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.



visionLive™ subscription services standard edition

Subscription Services

Pursuant to the terms herein (which includes and incorporates Contractor's acceptable use policy ("**AUP**") posted at www.visioninternet.com, and as such policy may change from time to time), Contractor agrees to provide VCMS Licensing Services and Support Services (collectively "**Subscription Services**") as provided below for the Client's Intranet developed under this Addendum E-1, which utilizes Contractor's Vision Content Management System ("**VCMS**"). Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum E-1 and the Agreement. Subscription Services include the following:

No Hosting Services. Contractor is not providing Hosting Services. Client to provide Hosting Services on its own infrastructure with the following minimum requirements:

Web Server

- Dual processors with quad cores at minimum 2.8 GHz CPU
- Minimum 6 GB RAM
- Minimum 40 GB Hard Drive
- Windows Server 2012 with the latest service pack

Database Server

- Dual processors with quad cores at minimum 2.8 GHz CPU
- Minimum 8 GB RAM
- Minimum 80 GB Hard Drive
- Windows Server 2012 with the latest service pack
- Microsoft SQL Server 2012 with the latest service pack

The Web Server and Database Server ("Servers") can either be separate or reside in the same machine; provided, however, that if the Servers are on the same machine, the minimum requirements are dual processors with Quad cores and at least 2.8 GHz CPU and 8GB RAM. For better performance, Contractor recommends dual processors with Quad cores and 3.0 GHz CPU and above.

Except as expressly set forth in this Addendum, it is Client's responsibility to host and maintain the intranet and make back-ups of all hosted files.

Upon Client's request, Contractor will assist Client with setting up the intranet on Client server. A flat rate of \$475 will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the technical support hourly rate.


VCMS Licensing Services. Contractor shall grant a limited, non-exclusive, and non-transferrable license for Client to use the Standard Edition of the VCMS, which includes the following functionalities indicated by the applicable check marks:

visionCMS™ Functionality

Site Administration & Security

	Advanced WYSIWYG Editor	✓
	In-page Editing	✓
	User Management & Security	✓
	Navigation Management	✓
	Accessibility Features	✓
	visionMobile Designer	✓
	Approval Cycle *	
	Mega Menu Designer *	
	Extranet (Password Protected External Content)	✓

User Experience & Interactivity

	Calendar	✓
	FAQs	✓
	Facility Directory	✓
	Staff Directory	✓
	Service Directory	✓
	Google Translation	✓
	Online Form Builder	✓
	News Postings	✓
	Job Posts	✓
	Facilities/Events Registration	✓

* Requires an implementation fee

visionLive editions		Standard Edition
	Online Polling	✓
	Citizen Request Management Tool	✓
	Business Directory	✓
	RFP Posts	✓
	Online Payments	✓
	visionSearch	✓
	Job Application Manager	
Outreach, Media & Social Networking		
	eNotification Tool	✓
	Emergency Alerts	✓
	RSS Feeds	✓
	Facebook & Twitter Feed Readers	✓
	Audio & Video Embedding	✓
	Photo Gallery & Slide Show	✓
	visionSocial	✓
	Streaming Video Center	✓
Developer Features		
	Import/Export	✓
	APIs	✓
	Sandbox Test Environment	



Additional Interactive Components and Features

- None at this time.

VCMS Licensing Services include:

- Periodic functional enhancements.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

To receive the VCMS Licensing Services, the VCMS code must be unmodified. Client must provide Contractor continual server access to receive Upgrade Services and at no time may Client modify the code. Modification of code may result in files being overwritten.

VCMS Licensing Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Compatibility with Client's third-party products.
- Website design services.
- All other services not expressly provided for in this Agreement and its applicable Addendum(s).

Support Services. Support Services is defined as technical support, account management, and education and training for the unmodified VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- Dedicated Account Manager
- Account Management*
 - Annual account reviews (Health Checks)
 - Annual site analytics report
 - Annual graphics site audit
 - Up to 15 hours of site improvement credits**
- Education and Training
 - Training and best practices webinars
 - Access to On-Demand Training Library
 - On-going new feature training (via remote meeting service)
 - Monthly office hours (via remote meeting service)

* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.

** Fifteen site improvement credits will be available beginning the second year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

Customizations. The following are customizations provided in Client's project: None.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to its Website may be subject to a fee to be quoted by a Contractor representative at the time of the



request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

Term

This Addendum E-1 will remain in effect for 3 years from the Effective Date. Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term. Client shall permanently delete all copies of the VCMS upon termination of this Addendum E-1 and/or the Agreement.

Subscription Fees

Rate: All Subscription Services provided for the Client during the first year of this Addendum E-1 shall be at no cost to Client. Contractor shall invoice Client \$9,020 per year beginning the second year of this Addendum E-1, which rate shall be increased by five percent (5%) per year, for each year of the Addendum Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices will be due and payable by Client within 30 days.

Term	Subscription Fees
Year 1 (Effective Date)	\$0
Year 2 (Anniversary of Effective Date)	\$9,020
Year 3 (2 nd anniversary of Effective Date)	\$9,471
Total Subscription Cost	\$18,491

Non-appropriation. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Addendum E-1, Client shall notify all necessary parties that this Addendum E-1 shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Client.

Limited Warranty

Contractor warrants that the intranet deliverables set forth in this Addendum E-1 will be conveyed to Client upon transfer of the intranet to the production server with a public Internet Protocol address ("**Completion**"). All programming code developed by Contractor within this Addendum E-1 are warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**"); provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with the Agreement and this Addendum E-1. In the event of breach of the limited warranty in this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.



IN WITNESS WHEREOF, the Parties have caused this Addendum E-1 to be signed by their duly authorized representatives and given effect as of the last signature date below (the "Effective Date").

"Client"

FORT BEND COUNTY, TEXAS

Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Signature: _____

Name: Laura Richard

Title: County Clerk

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION
INTERNET PROVIDERS

Signature: 

Name: David M. Nachman

Title: Chief Executive Officer

Date: 12/7, 2016

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Addendum.

Robert Ed Sturdivant, County Auditor



Exhibit A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO VISION INTERNET TERMS AND CONDITIONS

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Vision Technology Solutions, LLC DBA Vision Internet Providers, (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted the Vision Internet Terms and Conditions (hereinafter the "Agreement"), attached hereto as Exhibit "One" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Service date.** Service shall begin March 15, 2015 and run through March 15, 2016.
2. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
3. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
5. **Confidential Information.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind

to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity or to limit any remedy available by law to County.

FORT BEND COUNTY


Gilbert D. Jalomo, Jr. CPPB
Purchasing Agent

4.2.15
Date

VISION TECHNOLOGY SOLUTIONS, LLC
DBA VISION INTERNET PROVIDERS


Authorized Agent- Signature

Eric Tis
Authorized Agent- Printed Name

VP Finance
Title

3/27/15
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 4365.84 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

EXHIBIT ONE

Vision Internet Terms and Conditions



creating what's next for Fort Bend County

Project Name:

Project Overview

List of Services	Fees
Vision Internet Providers will perform the following services for Fort Bend County:	
› Annual Maintenance Services	› \$4,365.84

Contacts

County Project Manager

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

County Contract Contact

- › Name:
- › Address:
- › Phone:
- › Email:
- › Fax:

Vision Internet Project Manager

- › Name:
- › Address: 2530 Wilshire Blvd., 2nd Floor, Santa Monica, CA 90403
- › Phone: (310) 656-3100
- › Email:
- › Fax: (310) 656-3103



Vision Internet Contract Contact

- › Name: Contract Administrator
- › Address: 2530 Wilshire Blvd., 2nd Floor, Santa Monica, CA
- › Phone: (310) 656-3100
- › Email: contracts@visioninternet.com
- › Fax: (310) 656-3103

terms and conditions

These Terms and Conditions (this "**Agreement**") are made and entered into effective as of the date of the last signature below by and between Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes the Addendum(s) attached hereto) sets forth the entire terms and conditions by which Contractor will deliver and Customer will receive any and all of the services provided by Contractor, including one or more of the following: website development, shared website and database hosting, maintenance, visionLive™ subscription services, professional/support services, content delivery and/or other extra work and services (collectively, the "**Services**") and supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor.

Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) attached to and incorporated into this Agreement in exchange for payment of related fees specified in such Addendum(s) and compliance with the terms and conditions of this Agreement. This Agreement, Client activities and all discussions regarding Client website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client. It is agreed that a designee of Client, [REDACTED], will be the project manager, with all decision making authority on behalf of Client, for purposes of this Agreement.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum E-1, E-2, etc., as applicable, and billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services not deemed an emergency under Addendum B will be subject to a minimum fee of \$135.

3. Documents & Data; Limited Licensing of Intellectual Property. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website; and upon payment in full, Contractor also grants a

Client's Initials _____

Contractor's Initials KT



non-exclusive, non-transferrable and perpetual license for Client to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in Client's website which are prepared or caused to be prepared by Contractor under this Agreement. Notwithstanding anything to the contrary, Client understands and agrees that Contractor shall retain all rights, title, and interests in and to all other Contractor intellectual property of any kind or nature including without limitation the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components, and any other Contractor intellectual property.

4. Limited Warranty. If Contractor performs Website Development and/or Custom Programming services, Contractor warrants that all of the deliverables set forth in Addendum A will be conveyed to Client upon transfer of the website to the production server or delivery of website files to Client ("**Completion**"), as applicable. All programming code developed by Contractor within the project is warranted to be free of any errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**") for a period of twelve (12) months from the date of Completion. Contractor will create a backup of the website on the date of Completion. If any Warranted Problem arises while Client or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is hosting and/or maintaining the website pursuant to one or more Addendums to this Agreement, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall provide compiled code upon Client's request. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion. Except as expressly set forth above, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. No Guarantees. Contractor does not warrant any results from the use of any web pages created, hosted and/or maintained under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot and does not guarantee any particular result. Client acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

6. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Client expressly authorizes Contractor to display and/or modify any Client supplied images, data, information and other items in connection with the services provided herein.

7. Legal Use. Client agrees to use its website at all times in strict accordance with, but not limited to, all applicable laws, including local, state, and federal laws. Client hereby agrees that any text, data, graphics, or any other material published by Client on its website is free from violation of or infringement upon copyright,



trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel. Client agrees not to use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other Contractor clients, customers or account holders or other Contractor systems. Client agrees not to use Contractor services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Contractor services at Contractor's discretion.

8. Indemnity. Contractor will defend, hold harmless and indemnify Client from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees (collectively, "**Costs**"), resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

9. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of Texas, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the County of Fort Bend, State of Texas, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the County of Fort Bend, State of Texas. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of Inconvenient forum. Service of process may be made in any manner provided for by applicable law.

11. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

12. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

13. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

14. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

15. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.



16. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.

17. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

19. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

20. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

21. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

22. Survival. The terms and conditions of Sections (Documents & Data; Limited Licensing of Intellectual Property), 4-8 (Limited Warranty through Indemnity), 10 (Governing Law & Venue), 16 (Prevailing Party), 22 (Survival) and 25 (No Hire) shall survive any termination or expiration of this Agreement.

23. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

24. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

25. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.



26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an affiliate of Contractor or in connection with a change of control of Contractor.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as indicated on Page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the last signature date below (the "Effective Date").

"Client"

FORT BEND COUNTY

Signature: _____

Name: _____

Title: _____

Date: _____

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION
INTERNET PROVIDERS

Signature: Eric Tis

Name: Eric Tis

Title: Vice President, Finance

Date: Mar 27, 2014

Addendums:

- A Not applicable
- B Not applicable
- C Not applicable
- D Maintenance Services
- E Extra Work (if and when applicable)

Client's Initials _____

Contractor's Initials ET



Addendum A

website development services

Not applicable.



Addendum B

visionLive™ subscription services

Not applicable.



Addendum C

hosting services & fees

Not applicable.



Addendum D

maintenance services & fees

Client and Vision Internet Providers, Inc. have entered into an agreement for Annual Maintenance Services dated February 7, 2013 (the "VIP Agreement").

The VIP Agreement is incorporated into this Agreement by reference.

The Parties understand and agree that Contractor shall perform the VIP Agreement.

Except as provided below, all terms and conditions of the VIP Agreement shall remain in effect.

- ▶ The Parties further agree that the term of the VIP Agreement shall be extended from March 15, 2015 through March 15, 2016.
- ▶ Contractor agrees to perform work in the VIP Agreement for \$4,365.84.



Addendum E

Not applicable.

extra work

Client's Initials _____

Contractor's Initials AT