

ADDENDUM TO FORT BEND COUNTY – PIER SYSTEMS, INC. CUSTOMER AGREEMENT

This Addendum to PIER Standard Customer Agreement (the “Addendum”) is entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, located at 401 Jackson St., Richmond, TX 77469 (“Customer”) and Witt O’Brien’s, LLC, located at 818 Town & Country Blvd., Houston, TX 77024 (“Provider”). Customer and Provider are referred to collectively herein as the “Parties.”

WHEREAS, On January 8, 2008, the Parties entered into a PIER Standard Customer Agreement, Fully Paid Subscription (including any amendments and service orders issued pursuant thereto; (the “Agreement”) whereby Provider agreed to provide Customer with certain services (the “Services”); and

WHEREAS, the Parties desire to amend and modify the Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually covenant and agree that the Agreement is amended and modified as follows:

1. The Agreement shall terminate on March 31, 2017 (the “Termination Date”). The Services shall thereafter terminate, including Customer’s PIER™ access and services for all of Customer’s PIER™ users.
2. Notwithstanding anything to the contrary in the Agreement, and subject to Section 5 of this Addendum, all Customer data will be permanently deleted upon the Termination Date.
3. Customer shall be charged the annual Subscription Fee on a prorated basis through the Termination Date. Customer will be refunded the remaining portion of the annual Subscription Fee that Customer has already paid minus the prorated amount through the Termination Date.
4. Capitalized terms used herein but not defined shall have the meaning assigned in the Agreement. Except as expressly modified or amended herein, all other terms and conditions in the Agreement shall remain in full force and effect.
5. Data retention, transfer and destruction – Witt O’Brien’s will provide a mechanism to archive PIER customer specific data and transfer the data to the customer in an industry standard format. Any destruction of customer data will be completed no later than 30 days after receipt of written authorization from the customer, including written confirmation of receipt of the transferred data in acceptable form.

IN WITNESS WHEREOF, the Parties have executed this Addendum by their duly authorized representatives as of the day and year first above written.

FORT BEND COUNTY

WITT O’BRIEN’S, LLC

By: _____

Name: Robert E. Hebert

Title: County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

By: 

Name: Greg Fenton

Title: COO

Date: 1.19.17