

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

## SECOND ADDENDUM TO JETTY MASTER SERVICES AGREEMENT

THIS SECOND ADDENDUM ("2<sup>nd</sup> Addendum") is entered into by and between Fort Bend County, ("Client"), a body corporate and politic under the laws of the State of Texas, and Jetty Communications Solutions, LLC, doing business as Jetty ("Jetty"), a Texas limited liability company with its principal place of business in Bellingham, Washington.

WHEREAS, the parties previously executed the Jetty Master Services Agreement on January 10, 2017, subsequently amended the terms on October 10, 2017; renewed the subscription on June 14, 2018; and executed the Addendum To Jetty Master Service Agreement on or about October 2, 2018, a copy of those contracts are attached hereto, and marked as "Exhibit 1." Insofar as they are not inconsistent with the terms of this 2<sup>nd</sup> Addendum, said contracts are made a part of this agreement.

WHEREAS, Client desires to use Jetty’s services as described in the Proposal # 08222018 (attached hereto and marked as “Exhibit 2”) for developing a language translation plugin to automatically translate Jetty posts, web pages and distributions into one or more of the 100+ languages that the API supports; and

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

1. **Scope of Services.** Jetty shall render Services to Client as defined in Exhibit 2.
2. **Time of Performance.** The time for performance of the Services by Jetty shall begin with receipt of the Notice to Proceed from Client and end no later than December 19, 2018. Contractor shall complete the tasks described in Exhibit 2 within this time or within such additional time as may be extended by the County.
3. **Limit of Appropriation.** Jetty clearly understands and agrees, such understanding and agreement being of the absolute essence of this 2<sup>nd</sup> Addendum, that Client shall have available the total maximum sum of seventy-eight thousand five hundred dollars and 00/100 (\$78,500.00), specifically allocated to fully discharge any and all liabilities Client may incur. Jetty does further understand and agree, said understanding and agreement also being of the absolute essence of this 2<sup>nd</sup> Addendum, that the total maximum compensation that Jetty may become entitled to and the total maximum sum that Client may become liable to pay to Jetty shall not under any conditions, circumstances, or interpretations thereof exceed seventy-eight thousand five hundred dollars and 00/100 (\$78,500.00).
4. **Conflict.** All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this 2<sup>nd</sup> Addendum and the Agreement, the provisions of this 2<sup>nd</sup> Addendum shall prevail with regard to the conflict.

*Signatures Follow On Next Page*

IN WITNESS WHEREOF, this 2<sup>nd</sup> Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this 2<sup>nd</sup> Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

Dated: \_\_\_\_\_  
CLIENT: FORT BEND COUNTY

Dated: \_\_\_\_\_  
JETTY COMMUNICATION SOLUTIONS, LLC

\_\_\_\_\_  
By: Robert Hebert, County Judge  
401 Jackson St., Richmond, Texas 77469  
(281) 341-8608

\_\_\_\_\_  
By: Kevin Boxx, Director of Operations  
2814 40th St.  
Bellingham, Washington 98229  
(360) 305-9988; [kboxx@jettyapp.com](mailto:kboxx@jettyapp.com)

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

#### 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 Agreement.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor