

4.2. As required by Chapter 2270, Government Code, Hart hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

4.3. By signature below, Hart represents pursuant to Section 2252.152 of the Texas Government Code, that Hart is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

5. Conflict.

5.1. In the event there is a conflict between the Agreement and this 2nd Amendment, the 2nd Amendment controls.

6. Electronic and Digital Signatures.

6.1. The parties to the Agreement agree that the electronic and/or digital signatures of the parties included in the Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this 2nd Amendment 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 2nd Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

HART INTERCIVIC, INC.

KP George, County Judge



Phillip Braithwaite, CEO

Date

12/28/2018

Date

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 Ed Sturdivant, County Auditor

Exhibit 2



Company 0001 - FBC INVENTORY
COMPANY

Cost Default Vendor 15015 - HART
INTERCIVIC, INC

Requesting Location 4111A - Elections
Administration

Requisition Description

Requisition 165946 - Unreleased

Requester cantucat - Cathy Cantu

Purchase From

Deliver To

Buyer 20 - Shenae Theriot-Mericle

Item	Item Type	Quantity Ordered	UOM	Unit Cost	Extended Cost	Distributions	Activity / Account Category	Distribution Allocation	Requested Delivery Date	Sourcing Event Required
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ANNUAL AGREEMENT	Special	1.00	EA	178075.00000	178075.00000	100411102-063000-0000		100.0%	Oct 15, 2018	No
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Annual software license and su

Vendor : HART INTERCIVIC, INC

Annual software license and support renewal 10/1/18-9/30/18
renewal agreement to follow

Totals: 1 Lines		1.00			178075.00					USD
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Hart InterCivic
 15500 Wells Port Drive
 Austin, TX 78728
 Phone: (800) 223-4278
 Fax: (800) 831-1485

INVOICE

Invoice Number 073775
 Invoice Date 07/11/2018
 Customer ID FOR58166
 Project ELSM-000025

Page 1 of 1

BILL TO:	SHIP TO:
Attn: John Oldham, E.A. Fort Bend Co Elections, TX 4520 Reading Road Suite A-400 ROSENBERG, TX 77471	Attn: John Oldham, E.A. Fort Bend Co Elections, TX 4520 Reading Rd Ste A-400 Rosenberg, TX 77471-2581

TERMS	SALESPERSON	PO NUMBER	CONTRACT NUMBER
Net 90 Days	Felice Liston		

Effective Period: 10/1/2018 to 9/30/2019

Invoice has a 4% renewal rate increase per multi-year agreement and is due on or before beginning term date.

Please refer to enclosed renewal agreement to lock in this new rate for the third term.

	<u>Units</u>	<u>Price</u>	<u>Amount</u>
Annual Software License and Support Renewal	1.00	178,075.0000	178,075.00

REMITTANCE ADDRESS HART INTERCIVIC, INC. Dept 0453 PO BOX 120453 Dallas, TX 75312-0453	BILLING INQUIRIES HART INTERCIVIC PO BOX 80649 Austin, TX 78708-0649 800.223.HART * Fax:800.831.1485 www.hartintercivic.com * info@hartic.com TAX ID# 95-3248916	Sales Total 178,075.00 Sales Tax 0.00 TOTAL \$178,075.00
ORIGINAL INVOICE		



RENEWAL OF THE ADDENDUM TO THE HART WARRANTY, SUPPORT, AND LICENSE AGREEMENT

WHEREAS, Hart InterCivic and Fort Bend Co, Tx ("Client") entered into an Addendum to the Warranty, Support, and License Agreement on or about July 27, 2010 and

WHEREAS, the second term commitment in the Addendum was defined as three (3) years, and post-second term was defined thusly:

"Post-Commitment. After the Initial Term Commitment Period and, if elected by Hart and Client pursuant to Section 3 above, the Second Term Commitment Period, the Agreement may be renewed for subsequent one (1) year renewal terms at Client's discretion pursuant to the renewal provisions set forth in the Agreement. For each such one (1) year period, the Annual Fee may be increased in Hart's discretion subject to any maximum increase limits set forth in the Agreement."

And WHEREAS Client now wishes to extend the Addendum into a third term of 10/1/2018 - 09/30/2021 at the rate of \$178,075.00 per year with current equipment and software licenses (additional equipment and licenses will increase the rate but will also lock in to this agreement),

THEREFORE, Client's signature below signifies a commitment to a third term under the same conditions as the second term in the Addendum and the understanding that any unused portion of this commitment may be transferred to any future voting system (e.g., Verity) offered by Hart InterCivic during this third term. Also, a Verity agreement signed during the term of this Addendum will include an additional two (2) years of no-increase license & support.

Agreed and Accepted:

Form with fields: Customer Name, Billing Address, City, State, Zip, Primary Phone, Email, Signature, Printed Name, Title. Includes a handwritten 'X' in the Signature field.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Execute and email to plichtenheld@hartic.com or fax to 512.252.6905