

Software as a Service Addendum

This Software as a Service (“SaaS”) Addendum (this “Addendum”) is made and entered into by and between TechShare, LGC, a Texas Local Government Corporation (“TECHSHARE”), and Fort Bend County (the “Subscriber”) pursuant and subject to the Master Interlocal Agreement for SaaS Participation in TechShare.

DEFINITIONS

- 1.1. Addendum means this Software as a Service Addendum, including all exhibits attached hereto and to be attached throughout the Term of this Addendum, all of which are incorporated by reference herein.
- 1.2. Business Day means any day, Monday through Friday, excluding any TECHSHARE or Subscriber holiday.
- 1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.
- 1.4. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys’ fees and expenses.
- 1.5. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's premises and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.
- 1.6. Current Software Version means the current production version of TECHSHARE’s software listed on Attachment A.
- 1.7. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of TECHSHARE that renders the Licensed Software in non-conformance with TECHSHARE’s then current published specifications.
- 1.8. Documentation means the operating manuals and any other materials in any form or media provided by TECHSHARE to the users of the Licensed Software.
- 1.9. Embedded Third-Party Software means licensed third-party software that is required to provide the functionality of the Licensed Software and which is embedded in the Licensed Software, which as of the date of this Addendum, consists of the software set forth on Attachment A labeled as “Embedded Third-Party Software”.

- 1.10. Indemnified Party means Subscriber and each of its officers, employees, agents, successors, and permitted assigns.
- 1.11. Licensed Property means the Licensed Software and the Documentation.
- 1.12. Licensed Software means: (a) the Current Software Version; (b) Embedded Third-Party Software; and (c) any Local Enhancements.
- 1.13. Local Enhancements means any refinement, enhancement, or other customization to the Current Software Version to be developed by TECHSHARE per Attachment B.
- 1.14. Party means, individually, TECHSHARE and Subscriber.
- 1.15. Project means the delivery of the Licensed Property and the performance of all services to be provided by TECHSHARE in accordance with the provisions of this Addendum.
- 1.16. Project Manager means the person designated by each Party who is responsible for the management of the Project.
- 1.17. SaaS Fee means the “Total Annual SaaS Fee” as set forth on the Attachment A, which is due and payable as set forth in Section 3.1
- 1.18. Service Level Terms and Conditions means the terms and conditions for TECHSHARE’s maintenance and support of the Licensed Software, which can be found at:

<https://techshare.atlassian.net/wiki/spaces/TSP/pages/416088352/TechShare+Prosecutor+SaaS+Production+Support+Plan>
- 1.19. Users means individuals who are authorized by Subscriber to use the Licensed Property, and who have been supplied with user identifications and passwords by Subscriber (or by TECHSHARE at Subscriber’s request).

2. TITLE AND LICENSE

- 2.1. License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, TECHSHARE hereby grants to Subscriber a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third-Party Software) to use the Licensed Property for Subscriber’s internal administration, operation, and/or conduct of Subscriber’s business operations.

TECHSHARE HAS THE RIGHT TO REVOKE THIS LICENSE IF SUBSCRIBER TERMINATES, CANCELS OR FAILS TO RENEW THIS ADDENDUM. TECHSHARE HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY SUBSCRIBER ACCESS TO THE LICENSED PROPERTY IF SUBSCRIBER FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TECHSHARE’S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

- 2.2. License Not Tied to Number of Users. Unless otherwise specified on the Attachment A, the SaaS Fee is based on the number of specific user roles and is not based on the total number of users of the Licensed Property.
- 2.3. Restrictions. Unless otherwise expressly set forth in this Addendum, Subscriber shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer,

rent, or lease the Licensed Software or its usage. To the extent Subscriber employs contractors, subcontractors, or other third parties to assist in the Project, Subscriber shall obtain from such third parties an executed TECHSHARE confidentiality Addendum prior to such parties being permitted access to TECHSHARE Confidential and Proprietary Information.

2.4. Embedded Third-Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third-Party Software; provided, however, that such access to and use of such Embedded Third-Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third-party licensors of such Embedded Third-Party Software. All such Embedded Third-Party Software is covered by the SaaS Fee. TECHSHARE shall pass through to Subscriber any and all warranties granted to TECHSHARE by the owners, licensors, and/or distributors of such Embedded Third-Party Software.

2.5. Title.

(a) TECHSHARE represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third-Party Software) and all components and copies thereof. Nothing in this Addendum shall be deemed to vest in Subscriber any ownership or intellectual property rights in and to TECHSHARE's intellectual property (including, without limitation, TECHSHARE Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by TECHSHARE.

(b) All training materials shall be the sole property of TECHSHARE.

(c) All Subscriber data shall remain the property of Subscriber. TECHSHARE shall not use Subscriber data other than in connection with providing the services pursuant to this Addendum.

3. FEES AND INVOICING

3.1. SaaS Fee. Unless otherwise specified in Attachment A, the SaaS Fee is based on the number of specific user roles. Subscriber agrees to provide TECHSHARE information confirming the number of those roles to permit TECHSHARE to calculate the SaaS fee annually. There will be no mid-term adjustments.

3.2. Invoice and Payment for Professional Services. TECHSHARE shall invoice Subscriber for professional services and associated expenses before rendering professional services. Following receipt of a properly submitted invoice, Subscriber shall pay TECHSHARE within thirty (30) days. Upon completion of professional services, the remaining balance of amounts paid by Subscriber, if any, shall be returned to Subscriber upon certification from TECHSHARE's Chief Financial Officer that the Project is closed.

3.3. Invoice and Payment of Annual SaaS Fees. SaaS Fees, as set forth in Attachment A, shall be invoiced at the start of training for the initial SaaS Fee and on or about November 1 each year thereafter, and shall be paid by Subscriber within thirty (30) days of receipt of the invoice. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Addendum.

3.4. Any undisputed sum not paid when due shall bear interest at the rate of eighteen percent (18%) annually, or the maximum amount allowed by law, whichever is lower. Interest begins to accrue on the thirty first (31st) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date TECHSHARE receives payment.

4. PROJECT IMPLEMENTATION

4.1. Professional Services. Attachment B includes TECHSHARE's good faith estimate of the hours and fees associated with the services to be performed by TECHSHARE for Subscriber, including travel

time by TECHSHARE's personnel from TECHSHARE's place of business to and from Subscriber's place of business, and for which Subscriber shall pay on a time and materials basis subject to the Subscriber's travel policy. A copy of Subscriber's travel policy will be provided upon request. Additional services requested by Subscriber which are beyond those hours detailed in Attachment B will be billed at TECHSHARE's then current services rates.

- 4.2. Office Space. Subscriber shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing TECHSHARE reasonable access to a secure virtual private network connection or other comparable connection for use by TECHSHARE from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by TECHSHARE for use by TECHSHARE personnel for the purpose of performing this Addendum.
- 4.3. Subscriber's Hardware and Other Software. Subscriber shall be responsible to acquire, install, and configure all workstations and other hardware, as well as the operating systems and other software, that will be used by Subscriber to operate the Licensed Software now or in the future. TECHSHARE shall have no liability for defects in such hardware and software.
- 4.4. Cooperation. Subscriber acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Subscriber personnel. Subscriber shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist TECHSHARE as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. TECHSHARE shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.14) or to the failure by Subscriber personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

TECHSHARE shall use commercially reasonable efforts to promptly install the Licensed Software either on TECHSHARE's servers or on Subscriber's servers, as specified in Attachment B and in accordance with a mutually agreed upon timetable. Upon installation, TECHSHARE shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed, and upon completion, shall deliver written instructions for accessing the Licensed Software to Subscriber.

6. VERIFICATION OF THE LICENSED SOFTWARE

- 6.1. Verification Procedure. Upon installation of the Licensed Software, TECHSHARE shall perform its standard test procedures and shall certify to Subscriber that the Licensed Software is in substantial conformance with TECHSHARE's then current published specifications and is ready for Subscriber's use. In the event TECHSHARE cannot so certify, TECHSHARE's sole obligation shall be to correct the cause thereof, which shall be Subscriber's sole right and remedy against TECHSHARE.
- 6.2. Certification Final. TECHSHARE's certification that the Licensed Software substantially complies with the then-current published specifications shall be final and conclusive, except for latent defects, fraud, and such gross mistakes that amount to fraud. If Subscriber disputes the certification for any reason, it shall notify TECHSHARE in writing within fifteen (15) business days of receipt of the certification from TECHSHARE.
- 6.3. Use. Notwithstanding anything to the contrary herein, Subscriber's use of the Licensed Software for its intended purpose shall constitute Subscriber's verification of the provision of the Licensed Software for purposes of the SaaS Fees.

7. TRAINING

To the extent that training services are included in Attachment B, TECHSHARE shall train Subscriber in accordance with a mutually agreeable training plan. The training plan shall outline the training required for

personnel to operate the Licensed Software. TECHSHARE shall provide Subscriber personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Attachment B. Training shall be provided at Subscriber's principal place of business or other site selected by Subscriber. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Subscriber's employees or agents in a manner to provide basic end user training. Subscriber shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. MAINTENANCE AND SUPPORT SERVICES

- 8.1. Service Level Terms and Conditions. Upon TECHSHARE's certification of the Licensed Software or Subscriber's use, whichever occurs first, TECHSHARE shall provide Subscriber with the maintenance and support services for the Licensed Software as set forth in Service Level Terms and Conditions. TECHSHARE may modify the Service Level Terms and Conditions, but shall provide notice to Subscriber of any modification at least 90 days prior to the effective date of the modification.
- 8.2. Responsibilities of Subscriber. In addition to the other responsibilities set forth herein, Subscriber shall: (a) provide all training of its personnel, other than training to be provided by TECHSHARE as specified in Attachment B; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to TECHSHARE; (d) provide end user workstations that conform to TECHSHARE's minimum requirements; and (e) provide the requisite networks.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 9.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Addendum, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Addendum, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.
- 9.2. Protection of Data of Other Users. If Licensed Software includes the ability to access data of other entities also using the Licensed Software, Subscriber agrees that such data remains the property of such other entities. Information or other data of another entity shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of Subscriber, its employees, officers, agents, subcontractors, or assigns in any respect. In the event Subscriber receives a request for information or other data belonging to another entity, Subscriber must promptly notify the requestor that the Subscriber is not the custodian of the requested information or data.
- 9.3. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of any applicable open government statute, or other similar process) to disclose any Confidential and Proprietary Information of the other Party or of another entity as described in section 9.2. (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Addendum. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the

Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

- 9.4. TECHSHARE has executed, and will comply with, the Criminal Justice Information Services Security Addendum, Attachment C.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. Project Personnel. All TECHSHARE personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Addendum shall be employees of TECHSHARE or, if applicable, TECHSHARE's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.
- 10.2. Pass-Through of Warranties. TECHSHARE hereby passes through the benefits of all third-party warranties that it receives in connection with any product provided to Subscriber.
- 10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of TECHSHARE, threatened, that shall have a material adverse effect on TECHSHARE's ability to fulfill its obligations pursuant to or arising from this Addendum.
- 10.4. Compliance with Laws. In performing this Addendum, TECHSHARE shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 10 OR ELSEWHERE IN THIS ADDENDUM, TECHSHARE DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY

TECHSHARE'S LIABILITY TO SUBSCRIBER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, REGARDLESS OF LEGAL THEORY SUCH AS BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, THE SaaS FEES PAID BY SUBSCRIBER, IF ANY; AND (B) AFTER TECHSHARE'S CERTIFICATION OF THE LICENSED SOFTWARE AND SUBSCRIBER'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH SERVICE LEVEL TERMS AND CONDITIONS. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TECHSHARE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA ARISING OUT OF THIS ADDENDUM, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION

- 12.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Addendum, TECHSHARE shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Subscriber arising out of, resulting from, or attributable to the negligent or willful misconduct of TECHSHARE, its employees, subcontractors, representatives, and agents; provided, however, that TECHSHARE shall not be liable herein to indemnify Subscriber against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property

damage is caused by or resulting from the actions or omissions, negligent or otherwise, of Subscriber, its agents, contractors, subcontractors, or employees.

12.2. Intellectual Property Infringement.

- (a) Notwithstanding any other provision of this Addendum, if any claim is asserted, or action or proceeding brought against an Indemnified Party that alleges that all or any part of the Licensed Property, in the form supplied, or modified by TECHSHARE, or an Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give TECHSHARE prompt written notice thereof. TECHSHARE shall defend, and hold Indemnified Party harmless against, any such claim or action with counsel of TECHSHARE's choice and at TECHSHARE's expense and shall indemnify Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Indemnified Party shall cooperate with and may monitor TECHSHARE in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as TECHSHARE may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Property made by the Indemnified Party, or any third party pursuant to Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.
- (b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, TECHSHARE shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in TECHSHARE's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Subscriber to use the Licensed Property as intended.

13. TAXES

- 13.1. Tax Exempt Status. Subscriber represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to TECHSHARE pursuant to this Addendum are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Addendum.
- 13.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, workers' compensation insurance, unemployment insurance, or retirement benefits, pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Addendum.

14. INSURANCE

TECHSHARE shall provide, upon the written request of Subscriber (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at TECHSHARE's sole cost and expense, the following insurance coverage: (a) workers' compensation insurance protecting TECHSHARE and Subscriber from potential TECHSHARE employee claims based upon job-related sickness, injury, or accident during performance of this Addendum; and (b) comprehensive general liability (including, without limitation, bodily injury and property damage) insurance with respect to TECHSHARE's agents and vehicles assigned to perform the services herein with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate.

15. TERM, SUSPENSION, AND TERMINATION

- 15.1. Term. The term of this Addendum (the “Term”) shall commence on the date specified in Attachment A and continue for the subscription term specified therein. Except as otherwise specified in Attachment A, the term of this Addendum, and the corresponding payment of all SaaS Fees, shall automatically renew for one year unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. The per-unit pricing during any renewal term shall be the same as that during the prior term unless TECHSHARE has given Subscriber written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.
- 15.2. Early Termination by Subscriber. This Addendum may be terminated by Subscriber prior to the end of the then-current term by Subscriber providing TECHSHARE with (a) ninety (90) days written notice of its intent to terminate, and (b) payment of the SaaS Fees still due for the remainder of the then current term.
- 15.3. Termination for Cause. Either Party may terminate this Addendum for Cause, provided that such Party follows the procedures set forth in this Section 15.3.
- (a) For purposes of this Section, “Cause” means either:
- (i) a material breach of this Addendum, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;
 - (ii) the failure by Subscriber to timely pay when due any fees and expenses owed to TECHSHARE pursuant to this Addendum and any delinquent amounts remain outstanding for a period of thirty (30) days after TECHSHARE provides written notice of its intent to terminate for failure to pay;
 - (iii) breach of Section 9; or
 - (iv) if TECHSHARE becomes insolvent or bankrupt, or institutes or causes to be instituted any proceedings in bankruptcy or relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors; except, however, any involuntary petition for bankruptcy filed by a third party does not constitute cause under this subsection if dismissed within 10 business days.
- (b) No Party may terminate this Addendum under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.
- (c) Upon any termination for Cause by Subscriber, TECHSHARE shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by TECHSHARE, Subscriber shall pay TECHSHARE any unpaid SaaS Fees covering the Term. In no event shall any termination relieve Subscriber of the obligation to pay any fees payable to TECHSHARE for the period prior to the effective date of termination.
- 15.4. Effect of Termination. Upon termination of this Addendum for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Subscriber’s access to the Licensed Software shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, TECHSHARE will provide to Subscriber such contents of the database that are owned by Subscriber, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Subscriber shall return all documentation, products, TECHSHARE Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Subscriber by TECHSHARE.

- 15.5. Survival. The following provisions shall survive after the Term of this Addendum: 1; 2; 9; 11; 12; 13; 15; 16; and 17.

16. DISPUTE RESOLUTION

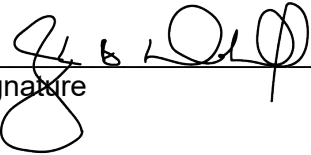
Disputes arising out of, or relating to, this Addendum shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Subscriber and TECHSHARE's Executive Director assigned to Subscriber's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Subscriber's chief executive officer or other individual reasonably designated by Subscriber and TECHSHARE's Executive Director ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Addendum, the Parties shall submit the matter to nonbinding mediation before the commencement of any proceeding in a court. The foregoing shall not apply to claims for equitable relief under Section 9.

17. MISCELLANEOUS

- 17.1. Assignment. Neither Party may assign this Addendum or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, TECHSHARE may assign its rights and obligations herein to any successor entity acquiring the right to make available the Licensed Property on behalf of the legal owners of such Licensed Property.
- 17.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.
- 17.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
- 17.4. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 17.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.
- 17.6. Entire Addendum. This Addendum (inclusive of Attachments) constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.
- 17.7. Amendment. This Addendum shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Addendum shall be binding upon the Parties despite any lack of additional consideration.

- 17.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Addendum shall remain valid and enforceable according to its terms.
- 17.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Addendum is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.
- 17.10. Governing Law. Any dispute arising out of or relating to this Addendum or the breach thereof shall be governed by the laws of the state of the domicile of Subscriber, without regard to or application of choice of law rules or principles.
- 17.11. Audit. TECHSHARE shall maintain complete and accurate records of all work performed pursuant to and arising out of this Addendum. Subscriber may, upon the written request of the Project Manager, audit any and all work or expense records of TECHSHARE relating to professional services provided herein. Subscriber shall provide TECHSHARE twenty-four (24) hour notice of such audit or inspection. TECHSHARE shall have the right to exclude from such inspection any TECHSHARE Confidential and Proprietary Information not otherwise required to be provided to Subscriber as a part of this Addendum. TECHSHARE shall make such books and records available to Subscriber during normal business hours. Any such audit shall be conducted at TECHSHARE's principal place of business during TECHSHARE's normal business hours and at Subscriber's sole expense.
- 17.12. No Third-Party Beneficiaries. Nothing in this Addendum is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
- 17.13. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Addendum. If an ambiguity exists in this Addendum, or in a specific provision, neither the Addendum nor the provision shall be construed against the Party who drafted the Addendum or provision.
- 17.14. Force Majeure. No Party to this Addendum shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Addendum shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.
- 17.15. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Addendum by such Party with respect to its respective obligations set forth in Sections 2.3 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
- 17.16. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Addendum, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

TECHSHARE



Signature

John B. Dahill

Printed Name

Executive Director

Title

12.10.2020

Date

Address:

500 W. 13th Street
Austin, Texas 78701

SUBSCRIBER

Signature

Printed Name

Title

Date

Address:

Attachment A – Resources and Fees

Attachment B – Implementation Work Plan and Costs (Applicable only if implementation services are being provided)

Attachment C – Criminal Justice Information Services Security Addendum

Attachment D – Addendum to TechShare, LGC's Agreement

**Attachment A
Resources and Fees**

County: Fort Bend County

Commencement Date: January 1, 2021 **Software Subscription Term:** 1 Year

Term: January 1, 2021 – December 31, 2022

<u>Resource</u>	<u>Annual SaaS Fee</u>
*TechShare.Magistration with Microsoft Azure Hosting Service	\$40,885
TechShare Law Enforcement Portal with Microsoft Azure Hosting Service	Included

*Note: Calculated based on population, not specific roles. Will be Prorated (monthly) for calendar year 2021 based on "Go Live" date.

Embedded Third Party Software:

- Accusoft Prizm Connect
- GemBox
- EVO PDF Software
- EMC Captiva Scanner

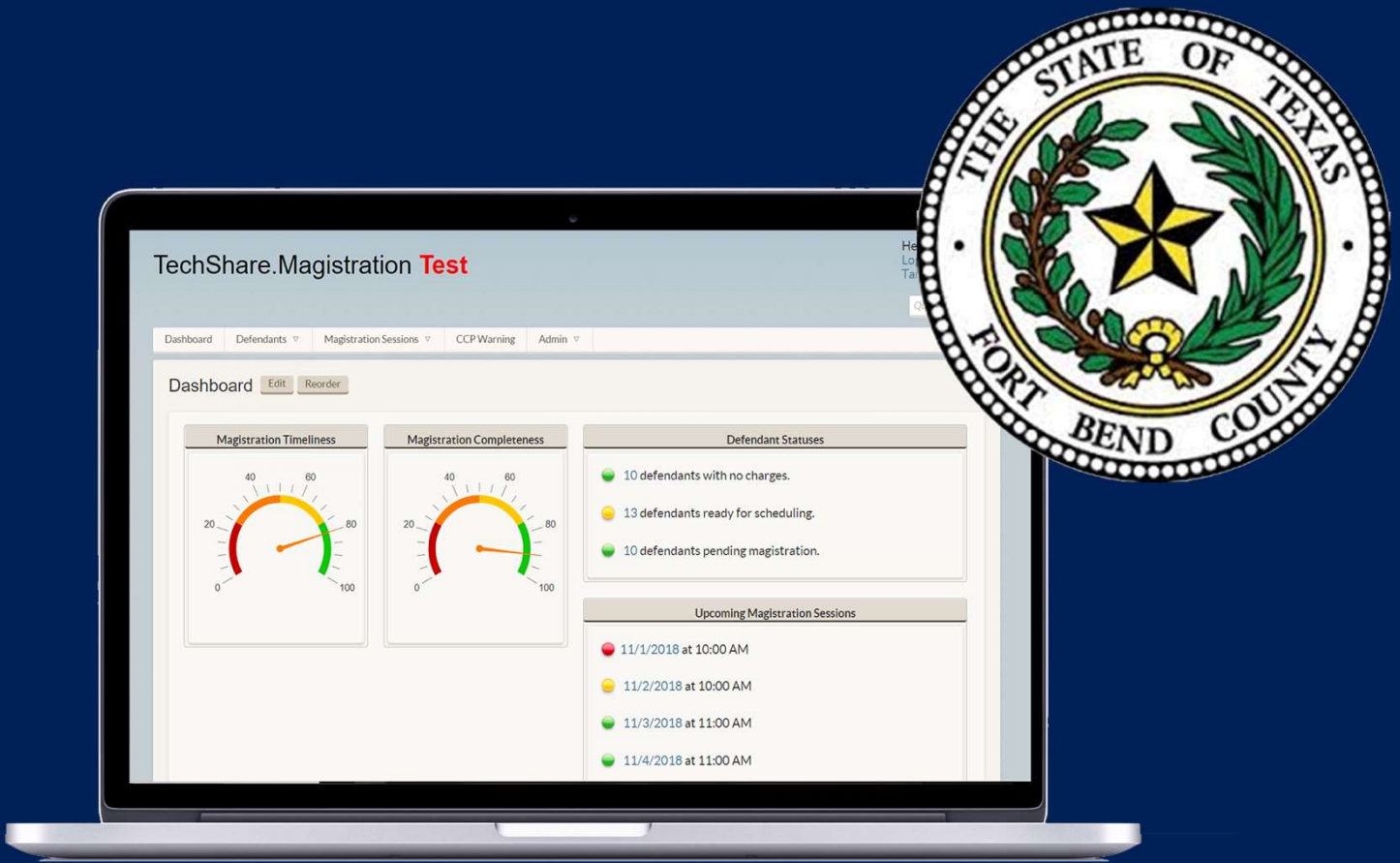
Professional Services Fees for Implementation (one-time charges)

To be billed upon contract approval by Fort Bend County.

Time and Material Charges: \$58,420

Travel Charges: \$ 4,000

Total: **\$62,420**



TechShare.Magistration

Attachment B – Implementation Work Plan and Costs

Fort Bend County

December 9, 2020



Table of Contents

Goals and Objectives.....	3
Project Understandings and Risks.....	3
Understandings	3
Risks	4
Proposed Solution	5
TechShare Solution.....	5
Technical.....	5
Functional.....	6
Storage Recommendations and Requirements	6
Fort Bend County Future Magistration Process.....	7
Customization Requirements	7
Data Conversion.....	7
Integration.....	7
Software & Hardware Specifications.....	7
Third-Party Software	7
Network Requirements.....	7
Hardware Requirements	7
Project Plan	7
Phases.....	8
□ Project Initiation.....	8
□ Business Analysis	8
□ Technical Analysis	8
□ Go-Live.....	8
□ Production Support	8
□ Stakeholder Checkpoints	8
Project Milestones and Tasks.....	9
Training.....	10
Resources	10
Training Approach.....	11
Cost Proposal.....	12

Goals and Objectives

The goals and objectives of this proposal are:

- To outline an implementation plan, including timelines and resource requirements, for the successful deployment of TechShare.Magistration in Fort Bend County.
- To provide implementation costs to support an agreement between the TechShare Local Government Corporation (TechShare) and Fort Bend County for the implementation of TechShare.Magistration and the Law Enforcement Agency Portal (LEA Portal).

Project Understandings and Risks

Understandings

- TechShare Costs include two local interfaces/integration:
 - Central Square will pass the 48 Baseline Fields to TechShare.
 - Central Square may develop an integration for consuming 10 fields from TechShare.
- Costs do not include any other local interfaces/integration, data conversion, technical infrastructure, or hardware costs.
- Fort Bend County resources will be available to work with TechShare as part of the collaborative implementation team.
- Fort Bend County will provide office space, meeting room facilities and network connectivity—including Internet access—to the project team as needed.
- A change control process established during project initiation will manage additions or changes to the project scope.
- The change control process also applies to software enhancements identified during implementation, including local interfaces.

Risks

Risks are factors that reduce the chances of the project being successful. A qualitative risk analysis is necessary to identify potential risk factors as well as how to minimize their frequency and a plan for addressing them if they do occur. TechShare recognizes the importance of understanding the risks of this project as well as incorporating appropriate safeguards into the implementation plan.

To ensure the project team understands the risks of the project, each TechShare resource has its own **Risk Register**, which is a detailed list containing all the statements of risk identified for the project. This list contains the results of the qualitative risk analysis, and risk response planning. The Risk Register will be created during Project initiation and will include the following information for each identified risk:

1. Description
2. Probability of Occurring
3. Impact on Objectives
4. Proposed Mitigations
5. Owners
6. Current Status

The Risk Register will be revised as circumstances dictate throughout the implementation project.

Proposed Solution

TechShare Solution

Technical

The TechShare.Magistration application will be deployed to Microsoft Azure Government Cloud, which is CJIS-compliant.

The CJIS Security Policy defines 13 areas that private contractors such as cloud service providers must evaluate to determine if their use of cloud services can be consistent with CJIS requirements. These areas correspond closely to NIST 800-53, which is also the basis for the Federal Risk and Authorization Management Program ([FedRAMP](#)), a program under which Microsoft has been certified for its Government Cloud offerings.

In addition, all private contractors who process CJI must sign the CJIS Security Addendum, a uniform agreement approved by the US Attorney General that helps ensure the security and confidentiality of CJI required by the Security Policy. It also commits the contractor to maintaining a security program consistent with federal and state laws, regulations, and standards, and limits the use of CJI to the purposes for which a government agency provided it.

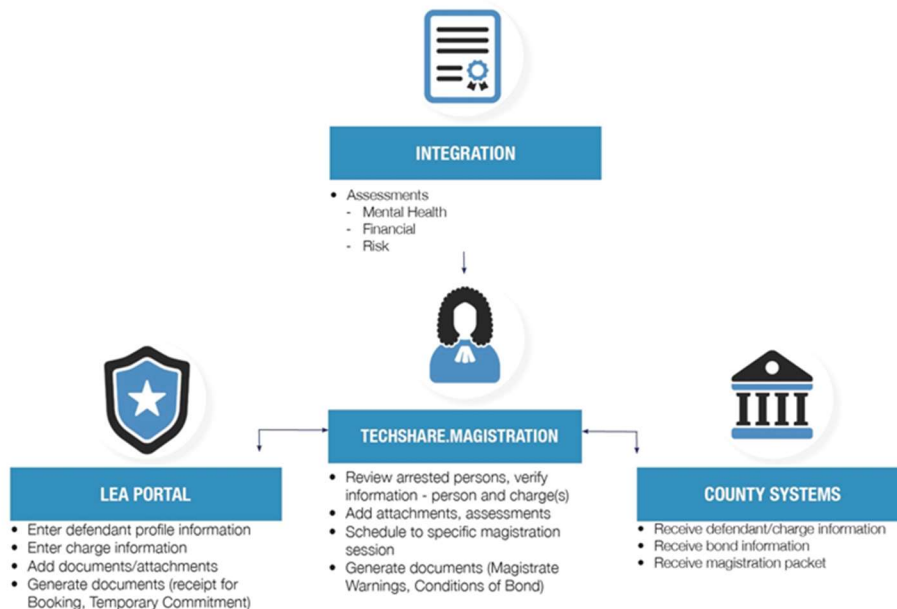
Microsoft will sign the CJIS Security Addendum in states with CJIS Information Agreements. These tell state law enforcement authorities responsible for compliance with CJIS Security Policy how Microsoft's cloud security controls help protect the full lifecycle of data and ensure appropriate background screening of operating personnel with access to CJI. Microsoft continues to work with state governments to enter into CJIS Information Agreements.

Microsoft has assessed the operational policies and procedures of Microsoft Azure Government, Microsoft Office 365 U.S. Government, and Microsoft Dynamics 365 U.S. Government, and will attest to their ability in the applicable services agreements to meet FBI requirements for the use of in-scope services.¹

¹ Excerpt from Microsoft website regarding its compliance with CJIS requirements. Source: <https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS>

Functional

Below is a diagram of TechShare.Magistration solution and how it enables integration with the Law Enforcement Agency (LEA) portal and additional local systems.



Other features of the TechShare.Magistration solution include:

Magistrate Portal

- Intended for use by:
 - Criminal Judges
 - Magistrate Judges
 - Court Coordinators
- Individuals with access can:
 - Review docket list
 - Review risk assessment
 - Review financial assessment
 - Review mental health assessment
 - Review arrest
 - Review probable cause
 - Review emergency protective orders
 - Review criminal history
 - Record results of magistrate session
 - Conduct bond hearings



Storage Recommendations and Requirements

TechShare.Magistration and the LEA Portal are hosted in the Microsoft Azure Government Cloud (see specific information above). The annual subscriber fee as proposed by TechShare includes storage for the current and anticipated digital multi-media requirements.

Fort Bend County Future Magistration Process

The majority of the current workflow for the magistration processes will remain intact during the initial implementation of TechShare.Magistration in Fort Bend.

Customization Requirements

No customization is envisioned in the preliminary implementation cost estimates.

Data Conversion

No data conversion will be required.

Integration

TechShare will implement the existing interface from the local Jail Management System to the TechShare Law Enforcement Portal. Fort Bend County will prepare the interface from the local Jail Management System to the specifications of the existing TechShare Law Enforcement Portal “ready for magistration” interface

Software & Hardware Specifications

Third-Party Software

Due to the nature of TechShare.Magistration being a web-based application, it does not require any separately licensed third-party software to operate.

Network Requirements

The TechShare.Magistration solution and its associated components serve many different types of transactions which sometimes require unique criteria for processing. At minimum, its recommended that the network operate at the following speed:

Transaction Type	Network Speed
Application Usage	Minimum 10 mbps

Hardware Requirements

It is recommended that TechShare.Magistration users operate the application on a machine with the following minimum specifications:

Specification	Minimum
Windows 10	63 bit I3 or greater processor
Random Access Memory (RAM)	4GB
Hard Drive (HD)	80GB

Project Plan

Phases

- **Project Initiation**

The beginning of the project will include a Kick-Off Meeting with the Implementation Team to review project scope, plan, expectations, and deliverables. Through a collaborative process with Fort Bend County staff, TechShare staff will revise the project plan and schedule, as necessary; develop a staffing plan for Fort Bend County resources; and, build the first iteration of the project risk register.

- **Business Analysis**

Developing technical solutions begins with defining, analyzing, and documenting requirements. During this stage, the project team will document how processes and procedures currently operate and how the processes and procedures will function following implementation. All required forms and reports will be configured in the system.

- **Technical Analysis**

This phase includes configuring the application infrastructure, initiating data migration, and developing interfaces and integration points. Any customization that is approved through the Change Request process will also be completed during this phase.

- **Go-Live**

As part of go-live activities, the TechShare project team will conduct smoke testing and user acceptance testing as well as manage the go-live transition and post-go-live support.

- **Production Support**

Ongoing support will be provided by the TechShare project team throughout the life of the project. Onsite support will also be provided at go-live and for four weeks thereafter. At that point, with Fort Bend County approval, production support will be provided in accordance with the Production Support Plan.

- **Stakeholder Checkpoints**

Stakeholder checkpoints will be scheduled to provide project status updates and ensure alignment between the project team and Fort Bend County.

Project Milestones and Tasks

The following Project milestones and tasks are recommended for the implementation:

No.	Task	TechShare Resource Hours	Start Date	End Date
1	Finalize Implementation Plan	16	Week 1	Week 1
2	Provide Application Demo	2	Week 1	Week 1
3	Validate Internet Connection Speed	3	Week 1	Week 1
4	Validate Internet Browsers	3	Week 1	Week 1
5	Configure Application	80	Week 2	Week 4
6	Create Document Templates	40	Week 3	Week 4
7	Provide Training - Application Administrators	8	Week 4	Week 4
8	Provide Training - County Staff	8	Week 5	Week 5
9	Provide Training - Judges	8	Week 5	Week 6
10	Provide Training - Information Technology	4	Week 4	Week 4
11	Configure Application / Templates	32	Week 7	Week 9
12	Provide Training - Application Administrators	8	Week 10	Week 11
13	Provide Training - County Staff	8	Week 11	Week 12
14	Provide Training - Judges	8	Week 12	Week 13
15	Provide Training - Information Technology	4	Week 13	Week 14
16	Configure Application / Templates	48	Week 14	Week 15
17	Perform User Acceptance Testing	40	Week 15	Week 15
18	Go-Live	48	Week 16	Week 16
	Total	368		

Note. This implementation would take ~ 16 weeks. Specific dates will be added during implementation planning.

Training

Resources

Below is a typical training approach for TechShare implementations. TechShare would provide employees to support training for the implementation of TechShare.Magistration in Fort Bend County.

Company	Source	Description
Project Manager	TechShare	• Schedules and manages training sessions related to implementation. • Ensures training deliverables are met on time. • Manages go-live training schedule. • Ensures training meets TechShare's training standards.
Trainer	TechShare	• Uses course outline to compile core content into custom training material. • Adds county-specific information to training materials as needed.
County Training Administrator	Fort Bend County	• Collaborates with the TechShare Training Manager to ensure Fort Bend County training need are met. • Determines Fort Bend County Resources that will help with the training effort including Train-the-Trainer. • Works with Fort Bend County Managers to ensure that staff are scheduled and attend training classes.
County Trainers	Fort Bend County	• Works with TechShare to conduct training per the training plan. • This may include training assistance and/or leading class. • Help with small group training and refreshment training. • Conduct ongoing training for Fort Bend County users after the implementation project.
County Power Users	Fort Bend County	• Users with advanced proficiency in application (results of project training activities). • Power users typically exist in each distinct business unit, assist with end user training, and provide additional support specific to business unit job functions. • At least one power user for a given role defined at a job location. • Power users also assist with onboarding new resources in post-production.

Training Approach

TechShare staff will work with Fort Bend County's business analysts and subject matter experts to collect detailed information on potential users, their roles and learning styles, and the County's training capabilities. The output of the training assessment includes a recommended training approach.

TechShare staff will develop and provide role-specific training materials to be used as part of the go-live training. During the implementation project, TechShare ensures the training materials are up to date and inclusive of newly developed software features.

TechShare staff will collaborate with Fort Bend County to ensure ample amount of resources are equipped as trainers to participate in training execution. A joint team of trainers comprised of both TechShare and Fort Bend County resources will collaborate on the execution of training as required for production deployment and in accordance with specifics defined in the training plan.

After go-live, and as part of support activities, TechShare staff will deliver updated core training materials as features are added or changed that Fort Bend County can incorporate into the role-based training materials created during the Implementation project.

Cost Proposal

This Cost Proposal estimate includes the following:

1. **Staffing Costs** – Costs for implementing TechShare.Magistration and the Law Enforcement Agency Portal include:
 - Travel costs;
 - Integration Development costs; and,
 - Custom Development costs.
2. **Software as a Service Subscriber Fees**
3. **Payment Schedule**

Staffing Costs:

The table below shows a breakdown of the estimated costs to implement TechShare.Magistration.

Implementation and installations costs include the services to be provided by the TechShare team to establish and configure the software for use in Fort Bend County. This includes on-site work with the Fort Bend County team to establish the proper code tables and workflow to support the County's business processes.

Training costs include the development of training materials specific to Fort Bend County. Some training may also be provided remotely through web training sessions.

Monthly reports will be prepared for Fort Bend County showing the actual expenditures in each area with a forecast of the expected costs at go-live. TechShare will use commercially reasonable efforts to avoid exceeding the time and budget estimates, below, and will notify Fort Bend County before utilizing the contingency funds and before incurring any work hours in excess of the estimated budget. In no event will the amount paid by the County for all services under this Agreement exceed the below time and budget estimates without an amendment executed by the parties. Should additional funding be needed to implement this project, the County agrees to negotiate with TechShare concerning the additional costs. unspent project funds will be returned to the Fort Bend County.

County Implementation Estimated Staffing Chart - TechShare						
TechShare Resource / Role	Task	Month 1	Month 2	Month 3	Total Hours	Total Cost
		Hours	Hours	Hours		
Troy Pickett (DM)	County Implementation	12	12	24	48	
Darcie Gordon (PM / BA)	County Implementation	40	40	40	120	
Michael Holm (BA)	County Implementation	40	40	40	120	
Danny Smith (Dev)	County Implementation	24	24		48	
Jonathan Samilpa (QA)	County Implementation		16	16	32	
Resource Total		116	132	120	368	\$46,736
Contingency (25%)	TechShare Policy					\$11,684
Travel Costs	Travel	\$2,000	\$2,000			\$4,000
Total Costs						\$62,420
Includes	Not Included	Understandings				
32 Hours of On-Site Training	Data Migration	Monthly Detailed Financial Reports will be Provided to Forecast and Track Expenses				
Application Configuration		Any Unspent Funds will be Returned to the County				
County Templates	New Feature Development	Preliminary Implementation Cost Estimate that will be Validated by On Site Planning Session at no Cost to the County				
Existing local JMS to TechShare integration						

Annual Software as a Service Cost

The annual Software as a Service fee for TechShare.Magistration for Fort Bend County for calendar year 2021 is \$40,885 per year. This fee is a “subscriber” fee that includes use and maintenance of the software, hosting, operations, and storage fees for use of the CJIS-compliant Microsoft Azure Cloud.

This cost will be prorated for the first year (calendar year 2021) based on the go-live date, i.e. the month in which Fort Bend County begins using the software.

Thereafter, the subscriber fees will be established based on the methodology approved by the TechShare Board of Directors as part of the budget preparation process.

Payment Schedule

Estimated implementation costs must be paid in advance. TechShare will invoice Fort Bend County for the total Implementation Costs of \$62,420.00 upon approval of this agreement by the Commissioners Court.

The initial pro-rated invoice for Software as a Service fees for calendar year 2021 will be issued upon go-live of the software in Fort Bend County.

TechShare

Facilitating collaboration across county lines
to save time, money, and resources.



Charles Gray, Program Director

TechShare Local Government Corporation
500 West 13th Street
Austin, TX 78701
O: 512.476.6174
E: Charles.Gray@techsharetx.gov



Attachment C
FEDERAL BUREAU OF INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

- 1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
- 1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

- 2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

- 3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
 - a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

- 5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

- 6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.
- 6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.
- 6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
- 6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
- 6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division,
FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

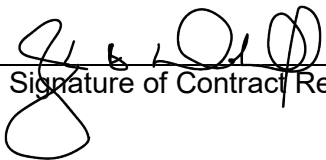
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Contractor

TechShare Local Government Corporation



Signature of Contract Representative

John B. Dahill, Executive Director
Printed Name and Title

12/10/2020
Date

The liability of County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to §§ 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of TechShare shall be to terminate this Agreement.

All travel expenses incurred by TechShare or TechShare's subcontractors arising from the performance of Services under the Agreement shall be paid by County, only in accordance with County's Travel Policy. A copy of the County's travel policy is available upon request. Receipts evidencing travel related expenditures made by TechShare or TechShare's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor

Attn: Robert Ed Sturdivant

301 Jackson Street, Suite 701, Richmond, TX 77469

4. **Confidential Information.** TechShare 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 TechShare 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. The terms and conditions of the Agreement are not proprietary or confidential information.
5. **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 TechShare for any reason are hereby deleted.
6. **Applicable Law; Arbitration; Attorney Fees.** 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. 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. County does not agree to pay any and/or all attorney fees incurred by TechShare in any way associated with the Agreement, although attorney's fees may be awarded to the

prevailing party, if the award of attorney's fees is otherwise authorized by statute.

7. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, TechShare verifies TechShare does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.152 Acknowledgment: By signature below, TechShare represents pursuant to § 2252.152 of the Texas Government Code, that TechShare is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, TECHSHARE ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **Use of Customer Name.** TechShare may use County's name without County's prior written consent only in any TechShare's customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** TechShare warrants to County that TechShare has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and TechShare will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Inspection of Books and Records.** TechShare will permit County, or any duly authorized agent of County, to inspect and examine the books and records of TechShare for the purpose of verifying the amount of work performed under the Scope of Services. County's right to

inspect survives the termination of this Agreement for a period of four (4) years.

16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
17. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
19. **Personnel.** TechShare represents that it presently has, or is able to obtain, adequate qualified personnel for the timely performance of the Services required under this Agreement and that TechShare shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All personnel of TechShare shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any personnel of TechShare or agent of TechShare who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, TechShare shall comply with, and ensure that all TechShare personnel comply with, all rules, regulations and policies of County that are communicated to TechShare, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

20. **Compliance with Laws.** TechShare shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, TechShare shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
21. **Independent Contractor.** In the performance of work or services hereunder, TechShare shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of TechShare or, where permitted, of its subcontractors. TechShare and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

22. **Insurance.** Prior to commencement of the Services under this Agreement, TechShare shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. TechShare shall provide certified copies of insurance endorsements and/or policies if requested by County. TechShare shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. TechShare shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a). Workers' Compensation insurance, but only if TechShare has employees. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (b). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d). Professional Liability insurance with limits not less than \$1,000,000.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of TechShare shall contain a waiver of subrogation in favor of County and members of Commissioners Court. TechShare in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

If required coverage is written on a claims-made basis, TechShare warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

23. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

{EXECUTION PAGE FOLLOWS}

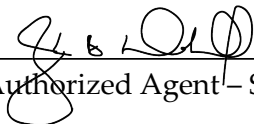
{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this 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 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.

FORT BEND COUNTY

TECHSHARE, LGC

KP George
County Judge


Authorized Agent – Signature

Date

John B. Dahill
Authorized Agent- Printed Name

Executive Director

ATTEST:

Title

1.27.2021

Date

Laura Richard
County Clerk

REVIEWED:

Information Technology Department

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

MASTER INTERLOCAL AGREEMENT FOR SaaS PARTICIPATION IN TECHSHARE

1. Recitals

- 1.1. TechShare is a program whereby Local Governments and state agencies may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources.
- 1.2. The undersigned Local Governments and state agencies and any and all other Local Governments and agencies of the State of Texas or another state adopting this Agreement may be referred to in this Agreement individually as "Subscriber" and collectively as "Subscribers."
- 1.3. TechShare is facilitated by TechShare Local Government Corporation ("TechShare LGC") through this Agreement.
- 1.4. Local Governments and state agencies have the ability to realize substantial savings by jointly planning, developing, procuring, operating or maintaining information technology projects and resources necessary to conduct business for their citizenry.
- 1.5. Local Governments and state agencies approving this Agreement by formal action of their respective governing bodies desire to share the operation and/or maintenance one or more information technology resources on a subscription basis.
- 1.6. This Agreement, including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Subscribers in their joint endeavor(s).
- 1.7. Each of the Subscribers finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due in the then-current fiscal year.
- 1.8. The Subscribers each find that the amount paid for the services performed under this Agreement fairly compensates the performing party;
- 1.9. The Subscribers, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.
- 1.10. In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Subscribers and TechShare LGC agree as follows:

2. Definitions

- 2.1. For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this section 2 (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement

- that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents
- 2.2. "Evergreening" means the process of refreshing software and hardware with new or updated versions to extend the lifecycle of Resources in a cost-effective manner.
 - 2.3. "Intellectual Property" means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.
 - 2.4. "Local Government" has that meaning assigned to it by Texas Government Code § 791.003.
 - 2.5. "Participants" means both Stakeholders and Subscribers.
 - 2.6. "Resource" means Intellectual Property, personal property, services or knowledge acquired or developed by, or made available to, Subscribers through TechShare.
 - 2.7. "SaaS Addendum" means an addendum to this Agreement entered into by TechShare LGC and one or more Subscribers for the Subscribers' use of a Resource.
 - 2.8. "SaaS Fee" means the amount paid by a Subscriber for use of a Resource. Each periodic SaaS Fee covers the costs of operating and maintaining the functionality of a Resource, including Evergreening and modifications necessary to address changes in applicable laws, rules or regulations.
 - 2.9. "Software as a Service" or "SaaS" means a software delivery model in which the software is obtained on a subscription basis.
 - 2.10. "Stakeholder" means an entity sharing a Resource other than a Subscriber.
 - 2.11. "Subscriber" means an entity sharing a Resource through a SaaS model.

3. Agreement Supervision and Administration

- 3.1. In addition to providing services as specified in each SaaS Addenda, TechShare LGC will administer this Agreement and may enter into one or more contracts for administrative services as authorized by Tex. Gov't Code § 791.013. Administrative services include:
 - 3.1.1 administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Resource;
 - 3.1.2 providing information to Subscribers and potential Subscribers to increase awareness of TechShare and the opportunities for sharing and collaboration therein;

- 3.1.3 rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable;
 - 3.1.4 serving as the communication and distribution center for information related to TechShare;
 - 3.1.5 reviewing and making recommendations on all contracts;
 - 3.1.6 acting as a liaison with federal and state agencies and responding to their inquiries;
 - 3.1.7 computing and providing billings for participation;
 - 3.1.8 filing required forms and reports with state and other governmental agencies;
 - 3.1.9 assisting a Subscriber's auditor and actuary as necessary;
 - 3.1.10 coordinating banking functions and handling deposits and reconciliations;
 - 3.1.11 forming or administering committees.
- 3.2. TechShare LGC shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each Resource.
- 3.2.1. All contracts approved by TechShare LGC with vendors will be exclusively between TechShare LGC and the selected vendors.
 - 3.2.2. TechShare LGC is prohibited from binding any Subscriber to any obligations arising from contracts between TechShare LGC and third-party vendors regarding goods or services, unless expressly approved by a Subscriber's governing body.
- 3.3. This Agreement does not grant to any Subscriber equity rights in any of the assets or property of TechShare LGC unless specifically provided for herein.
- 3.4. The Subscribers intend that TechShare LGC shall operate only within the scope herein set out and have not herein created, as between the Subscribers, any relationship of surety, indemnification, or responsibility for the debt of or claims against any other Subscriber. Nor is such a relationship created between any Subscriber or group of Subscribers and TechShare LGC.
- 3.5. The Subscribers have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of, or claims against, TechShare LGC.
- 3.6. TechShare LGC will not be financially liable to Subscribers for the performance or function of any Resource. In the event of non-performance of a Resource, TechShare LGC will make best efforts within the applicable budget to correct the non-performance.

- 3.7. In addition to SaaS Fees, Subscribers may be required to pay implementation costs for a Resource. Implementation costs will be unique to each Subscriber and will not be shared with other Subscribers.
- 3.8. All SaaS Fees, implementation costs, and other fees or charges assessed by TechShare LGC are payable in advance of services being rendered.
- 3.9. Installation or implementation of a Resource will only be done by TechShare staff or TechShare contractors.

4. Ownership of Data

- 4.1 When use of a Resource involves the shared storage of data or the shared access to data of Participants and other entities, the data remains the property of the Participant or entity that created or submitted the data, unless otherwise provided in the applicable SaaS Addendum.
- 4.2 Information or other data of a Participant shall not be used by the other Participants other than in connection with the performance of this Agreement and the applicable SaaS Addendum, or another similar agreement in the case of Stakeholders.
- 4.3 Information or other data of a Participant shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of any other Participant, their employees, officers, agents, subcontractors, invitees, or assigns in any respect.
- 4.4 In the event a Participant receives a request for information or other data belonging to another Participant or entity, the Participant receiving the request must promptly notify the requestor that the Participant receiving the request is not the custodian of the requested information or data.
 - 4.4.1 A copy of the request must be forwarded to TechShare LGC within 24 hours of receipt.
- 4.5 Each Participant shall contractually bind other entities with access to information or data through the Participant to observe the same restrictions on the use and disclosure of information and data belonging to other Participants or entities, and the requirement to send requests for information and data belonging to other Participants or entities to TechShare LGC.
- 4.6 It is the intention of the Participants that the custodian(s) of data in the event such custodian(s) did not share a Resource will remain the custodian(s) of such information and data, unless an applicable SaaS Addendum provides otherwise.

5. Warranties

- 5.1. **NO PARTY TO THIS AGREEMENT WARRANTS THE AVAILABILITY, ACCURACY, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY RESOURCE OR DATA ACCESSIBLE THROUGH A RESOURCE.**

- 5.2. **THIRD PARTY WARRANTIES OR GUARANTEES MAY INURE TO THE BENEFIT OF THE PARTICIPANTS TO A PARTICULAR RESOURCE IF SUCH ARE CONTRACTUALLY SECURED AS PART OF SUCH RESOURCE, AS SET FORTH IN THE APPROPRIATE ADDENDUM. NO PARTY TO THIS AGREEMENT SHALL BE HELD LIABLE FOR A WARRANTY OR GUARANTEE OFFERED BY A THIRD PARTY.**
- 5.3. **ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY ALL PARTIES TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

6. Notice

- 6.1. Any and all notices to be given under this Agreement by a Subscriber or TechShare LGC shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the address set forth on the signature page of the intended recipient.
- 6.2. A Subscriber may change its address for receiving notification under this Agreement by providing written notice of the change of address to TechShare LGC.
- 6.3. TechShare LGC may change its address for receiving notification under this Agreement by providing written notice of the change of address to all Subscribers.
- 6.4. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was placed in the United States mail, postage pre-paid.

7. Amendment

- 7.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by all Participants.
- 7.2. Any modification, alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

8. Current Revenue

- 8.1. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment,

addendum or associated document, shall be paid from current revenues available to the paying Party.

8.2. The Parties warrant that no debt is created by this Agreement.

9. Binding Agreement, Authority, Parties Bound

9.1. This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the Parties.

9.2. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.

10. Applicable Law

10.1. This Agreement shall be expressly subject to the Subscribers' sovereign immunity and other governmental immunity and all applicable federal and state law.

10.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

11. Severability

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

12. Assignment

No Subscriber may assign its rights and duties under this Agreement without the prior written consent of TechShare LGC. Any assignment attempted without such prior consent shall be null and void.

13. Full Agreement

13.1. This Agreement, standing alone, does not grant any rights, or bind any Party, to any obligations.

13.2. Only upon execution of a SaaS Addendum will a Subscriber have any rights or obligations pursuant to this Agreement.

13.3. This Agreement and any SaaS Addenda executed by a Subscriber shall contain the entire understanding of the Parties with respect to that Subscriber regarding participation in TechShare.

13.4. Each Subscriber acknowledges that the other Participants, or anyone acting on behalf of the other Participants, and TechShare LGC have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

14. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FORT BEND COUNTY

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Acknowledgement of Fort Bend County's Participation in TechShare:

TECHSHARE LGC

BY:  _____

Title: Executive Director

Date: 12.10.2020 _____

TECHSHARE LGC

BY: _____

Title: Executive Director

Date: 12.10.2020

Name and Address for Purposes of Notice:

Executive Director
TechShare Local Government Corporation
500 W. 13th Street
Austin, TX 78701



Board of Directors

March 3, 2021

Hon. B. Glen Whitley

County Judge
Tarrant County

Hon. Margaret Gomez

County Commissioner, Pct. 4
Travis County

Hon. Theresa Daniel

County Commissioner, Pct. 1
Dallas County

Hon. Robin Donnelly

County Commissioner, Pct. 2
Midland County

Hon. Ron Marchant

County Commissioner, Pct. 2
Denton County

Hon. Nancy Tanner

County Judge
Potter County

John B. Dahill

Executive Director
TechShare LGC

**Non-Profit
Collaborative
County-Owned
Technology**

**TechShare Local
Government Corporation**

500 W. 13th Street,
Austin, TX 78701

W: techsharetx.gov

O: 512.233.5789

E: contact@techsharetx.gov

Ms. Kimberly Coronado

Fort Bend County Purchasing
301 Jackson Suite, Suite 201
Richmond, TX 77469

Re: TechShare Magistration Software – Sole Source Letter

Dear Ms. Coronado,

The TechShare.Magistration software is protected under copyright and is only available through the TechShare Local Government Corporation.

In addition, only the TechShare Local Government Corporation and/or its contractors and subcontractors are permitted to implement the software.

For any other questions or issues pertaining to this matter please contact Charles Gray, TechShare Program Director, 512.913.6206, email, Charles.gray@techsharetx.gov.

Sincerely,

John B. Dahill
Executive Director
TechShare Local Government Corporation