

ADDENDUM TO CASEWORTHY'S SCHEDULE A – ORDER FORM AND STATEMENT OF WORK

THIS ADDENDUM (“Addendum”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and CaseWorthy, Inc., (“CaseWorthy”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the “parties”).

RECITALS

WHEREAS, County has previously purchased a subscription to the Software-as-a-Service software and application (“SaaS”) from CaseWorthy on or about February 4, 2014, which was renewed and amended on or about September 24, 2019, May 5, 2020, and July 7, 2020, and the aforementioned purchase and renewals are fully incorporated by reference; and

WHEREAS, the County previously accepted CaseWorthy’s Software-As-A-Service (“SaaS”) Master License Agreement and Master Services Agreement; Exhibit A: Service Level Agreement; and Exhibit B: Business Associate Addendum, collectively incorporated by reference within the attached Exhibit “1” (Third Addendum to CaseWorthy’s Software-As-A-Service Master License Agreement and Master Service Agreement for Web Portal Services (Reference No. FORTBEND052020)); and

WHEREAS, the parties desire to consolidate services into a single contract; and

WHEREAS, subject to the changes herein, the parties have executed and accepted CaseWorthy’s Schedule A – Order Form and Statement of Work, attached hereto as Exhibit “2” and fully incorporated by reference, which also includes and/or incorporates the following documents: the SaaS Services Agreement; Exhibit A Service Level Agreement (SLA); and Exhibit B – Business Associate Agreement (BAA), (collectively the “Agreement”), for the purchase of specified subscription services and professional services (the “Services”); and

WHEREAS, County desires that CaseWorthy provide Services as will be more specifically described in this Agreement; and

WHEREAS, CaseWorthy represents that it is qualified and desires to perform such Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

- 1. Incorporation of Documents and Recitals.** Any reference in CaseWorthy’s Schedule A – Order Form and Statement of Work to: (1) “SaaS Services Agreement” will refer to the “Software-As-A-Service (“SaaS”) Master License Agreement and Master Services Agreement”; (2) “Exhibit A Service Level Agreement (SLA)” will refer to “Exhibit A: Service Level

Agreement”; and (3) “Exhibit B – Business Associate Agreement (BAA)” will refer to “Exhibit B: Business Associate Addendum.” CaseWorthy’s Software-As-A-Service (“SaaS”) Master License Agreement and Master Services Agreement; Exhibit A: Service Level Agreement; and Exhibit B: Business Associate Addendum are included and incorporated within Exhibit 1.

The above Recitals and Recital Section are incorporated into the Agreement.

2. **Term.** The term of the Agreement is effective as of May 1, 2021, and shall expire no later than September 30, 2023, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
3. **Scope of Services.** Subject to this Addendum, CaseWorthy will render Services to County as described in the Agreement.
4. **Payment.** County will pay CaseWorthy based on the following procedures:
 - (a) Upon completion of the tasks identified in the Scope of Services outlined in this Addendum, CaseWorthy shall submit to County, one (1) original and one (1) electronic copy of the invoice showing the amounts due for services performed in a form acceptable to County to the following address(es):

Fort Bend County Auditor
c/o Accounts Payable
301 Jackson, Suite 701
Richmond, Texas 77469
Email: auditor@fortbendcountytexas.gov
Fax: 281.341.3774

With a Copy to:
c/o FBC Information Technologies
500 Liberty Street
Richmond, Texas 77469
Email: ITInvoices@fortbendcountytexas.gov
Fax: 281.341.4526

- (b) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Addendum and forward same to the Auditor for processing. County shall pay each approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed. County will give CaseWorthy prompt notice of any problems with the work performed and the parties will cooperate to resolve any such issues. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
 - (c) All mutually approved travel and mileage expenses incurred by CaseWorthy or CaseWorthy’s subcontractors arising from the performance of required Services under the Agreement shall be paid by County, only in accordance with County’s Travel Policy. Receipts evidencing travel related expenditures made by CaseWorthy or CaseWorthy’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

5. **Non-appropriation; Taxes.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

6. **Limit of Appropriation.** CaseWorthy clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Ninety-Four Thousand, One Hundred Seventy-Two and 65/100 dollars (\$94,172.65), specifically allocated to fully discharge any and all liabilities County may incur. CaseWorthy does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that CaseWorthy may become entitled to and the total maximum sum that County may become liable to pay to CaseWorthy shall not under any conditions, circumstances, or interpretations thereof (excluding potential liability for contract breaches, to the extent permitted under Texas law) exceed Ninety-Four Thousand, One Hundred Seventy-Two and 65/100 dollars (\$94,172.65). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

Should additional funding to satisfy any County obligation(s) arising from this Agreement be required, additional funding is contingent upon further appropriations from the County's Commissioners Court as certified as available by the County Auditor; the appropriation of additional funds is not guaranteed. It is specifically understood and agreed that in the event no additional funds or insufficient additional funds are appropriated by Fort Bend County under this Agreement, then the County may terminate this Agreement without penalty as if the County terminated this Agreement for convenience as provided by § 26 below.

7. **Public Information Act.** CaseWorthy 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 and as required by the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by CaseWorthy 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.

8. **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 CaseWorthy for any reason are hereby deleted. CaseWorthy shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from any third party claims for personal injury, death or damages to tangible property caused by any negligent act, error or omission of CaseWorthy, its agents, servants or employees, performed under this Agreement.

In accordance with the foregoing, the parties agree to amend Section 8.1. to remove County's indemnity from such section. Instead, County represents and warrants to CaseWorthy that any information, design, specification, instruction, software, data, or material furnished by County to CaseWorthy does not infringe any third party intellectual property and that County's disclosing and providing such materials to CaseWorthy will not violate any applicable laws.

9. **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 CaseWorthy in any way associated with the Agreement.
10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, CaseWorthy hereby verifies that CaseWorthy and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CaseWorthy does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CaseWorthy does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, CaseWorthy does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

11. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum and the Agreement.

12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CASEWORTHY 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.

13. **Use of Customer Name.** CaseWorthy may use County's name without County's prior written consent only in any of CaseWorthy's customer lists, any other use must be approved in advance by County.

14. **Product Assurance.** Subject to the terms and conditions of Section 8.1 of the SaaS Services Agreement, CaseWorthy represents and warrants that its software and any related systems and/or services related to its software (collectively, the "Product") furnished by CaseWorthy to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. CaseWorthy will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of CaseWorthy's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and CaseWorthy's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

15. **Performance Warranty.** CaseWorthy warrants to County that CaseWorthy has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and CaseWorthy 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 generally accepted professional standards.

CaseWorthy warrants its software and Application to County as set forth in Section 7 of the SaaS Services Agreement.

16. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
17. **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.
18. **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.
19. **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.
20. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from CaseWorthy in a standard industry format, at no additional cost to County.
21. **Assignment and Delegation.**
 - 21.1. Neither party may assign any of its rights under this Agreement, except as permitted under Section 12.6 of the SaaS Services Agreement or with the prior written consent of the other party. That party shall not unreasonably withhold its consent.
 - 21.2. Neither party may delegate any performance under this Agreement, except as expressly permitted under the Agreement or with the prior written consent of the other party, which shall not be unreasonably withheld.
 - 21.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
 - 21.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
22. **Successors and Assigns.** County and CaseWorthy bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
23. **Personnel.** CaseWorthy represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required

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

When performing Services for the County onsite at the County's offices or locations, CaseWorthy shall comply with, and ensure that all CaseWorthy Personnel comply with, all rules, regulations and policies of County that are communicated to CaseWorthy in writing, 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.

24. **Compliance with Laws.** CaseWorthy 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, CaseWorthy shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
25. **Confidential Information.** CaseWorthy acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by CaseWorthy or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by CaseWorthy shall be treated with respect to confidentiality in the same manner as the Confidential Information. Notwithstanding the foregoing, Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by CaseWorthy) publicly known or is contained in a publicly available document; (b) is rightfully in CaseWorthy's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of CaseWorthy who can be shown to have had no access to the Confidential Information.

CaseWorthy agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CaseWorthy uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use

Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. CaseWorthy shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, CaseWorthy shall advise County immediately in the event CaseWorthy learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and CaseWorthy will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or CaseWorthy against any such person. CaseWorthy agrees that, except as directed by County or permitted under the Agreement, CaseWorthy will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, CaseWorthy will promptly turn over to County all documents, papers, and other matter in CaseWorthy's possession which embody Confidential Information.

CaseWorthy acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. CaseWorthy acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

CaseWorthy in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

26. Termination.

26.1. Termination for Default. In addition to the grounds for termination set forth in the SaaS Services Agreement, County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If CaseWorthy fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If CaseWorthy materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of thirty (30) calendar days after receipt of notice from County specifying such breach or failure.

26.2. Upon termination of this Agreement, County shall compensate CaseWorthy in accordance with § 4, above for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced

to County. CaseWorthy's final invoice for said services will be presented to and paid by County in the same manner set forth in § 4 above.

26.3. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to CaseWorthy.

26.4. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

27. **Independent Contractor.** In the performance of work or services hereunder, CaseWorthy 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 CaseWorthy or, where permitted, of its subcontractors. CaseWorthy 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.

28. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

29. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

30. **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.

31. **Dispute Resolution.**

31.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.

31.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for non-binding mediation.

31.3. Each party shall be responsible for its own costs associated with the mediation.

31.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

31.5. CaseWorthy acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

32. **Insurance.** Prior to commencement of the Services under this Agreement, CaseWorthy 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. CaseWorthy shall provide certified copies of insurance endorsements and/or policies if requested by County. CaseWorthy 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. CaseWorthy 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. 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.

(e). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

(1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.

(2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

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 CaseWorthy shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, CaseWorthy 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.

CaseWorthy's or CaseWorthy's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. CaseWorthy's or CaseWorthy's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751

33. Reserved.

34. Support Hours. The County may negotiate the purchase of additional support hours from CaseWorthy during the term of this Agreement. Should additional support hours be purchased by County, the parties agree to amend this Agreement to incorporate the purchase of the additional support hours.

35. Requirement for Customer System Administrator. In addition to the Requirement for Customer System Administrator as specified in the Agreement, up to five members of the County's Information Technology Department, during the term of this Agreement, may request system administrator training from CaseWorthy. CaseWorthy shall arrange for system administrator training to occur within 45 days of each applicable request. This additional system administrator training will not result in any additional fees to County for said training service(s).

36. Notices.

- 36.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 36.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
ATTN: Director of Information Technology
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: CaseWorthy, Inc.
ATTN: Brian Bingel
P.O. Box 70837
West Valley City, Utah 84170

With a copy of any
legal notices to: Dentons Durham Jones Pinegar
111 S Main St., Suite 2400
Salt Lake City, UT 84111
Attention: Tadiana W. Jones

- 36.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 36.1 and 36.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

36.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

36.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(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

CASEWORTHY, INC.

KP George, County Judge

Lauren K. Schmidt
Authorized Agent – Signature

Date

Lauren K. Schmidt
Authorized Agent- Printed Name

ATTEST:

Vice President, Sales & Marketing
Title

Laura Richard, County Clerk

December 09, 2021
Date

REVIEWED:

Robyn Doughtie
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

Exhibit 1: Third Addendum to CaseWorthy's Software-As-A-Service Master License Agreement and Master Service Agreement, including CaseWorthy's Software-As-A-Service ("SaaS") Master License Agreement and Master Services Agreement, Exhibit A: Service Level Agreement, and Exhibit B: Business Associate Addendum; and
Exhibit 2: CaseWorthy's Schedule A – Order Form and Statement of Work

(OnBase Contract #22-IT-100141 aw) **Exhibit 1**

Exhibit 2