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FOURTH RENEWAL TO HIPA PLUS HOSTING AGREEMENT

THIS FOURTH RENEWAL TO HIPA PLUS HOSTING AGREEMENT ("Fourth Renewal") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Manatron, Inc., ("Manatron"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously executed a Master Agreement, Amendment 1 to the Subscription Agreement, Amendment 2 the Subscription Agreement, Renewal to HIPA Plus Hosting Agreement, Second Renewal to HIPA Plus Hosting Agreement, and Third Renewal To Records Management Master Agreement, Fourth Renewal to Records Management Master Agreement, Fifth Renewal to Records Management Master Agreement, and Third Renewal to HIPA Plus Hosting Agreement (collectively referred to as the “Agreement”), and incorporated fully by reference as if set forth verbatim below; and

WHEREAS, County and Manatron desire to renew the HIPA Plus Hosting Agreement a fourth time, for a year term as described in Manatron's Statement of Work (TX372023FBC), attached hereto as Exhibit "I" and incorporated full by reference; and

WHEREAS, Mantron is the sole source provider of the Aumentum Recorder suite of records management software, as indicated by the letter, attached hereto as Exhibit "II" and incorporated fully by reference; and

NOW, THEREFORE, County and Manatron desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Manatron shall continue to provide product and/or services to County as described in Manatron's Statement of Work (attached as Exhibit I); and in accordance with the requirements of Exhibit II.
2. **Term.** This Fourth Renewal is effective as of January 1, 2023, and shall expire no later than December 31, 2023, unless terminated sooner pursuant to the Agreement. This Fourth Renewal shall not automatically renew, but may renew upon written agreement of the parties. The parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** Manatron's fees shall be calculated at the rates set forth in the attached Exhibit I. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit I is \$49,680.00. In no case shall the amount paid by County under this Fourth Renewal exceed this Maximum Compensation without an approved change order. Manatron clearly understands and agrees, such understanding and agreement being of the absolute essence of this Fourth Renewal, that County shall have available the total maximum sum of \$49,680.00, specifically allocated to fully discharge any and all liabilities County may incur. Manatron does further understand and agree, said understanding and agreement also being of the absolute essence of this Fourth Renewal, that the total maximum compensation that Manatron may become entitled to and the total maximum sum that County may become liable to pay to Manatron shall not under any conditions, circumstances, or interpretations thereof exceed \$49,680.00.
5. **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, Manatron hereby verifies that Manatron 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, Manatron 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, Manatron 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, Manatron 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.

6. **Public Information Act.** Manatron 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 and/or this Fourth Renewal to the contrary, County will make any information related to the Agreement and/or this Fourth Renewal, 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 Manatron 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 and/or this Fourth Renewal are not proprietary or confidential information.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement and/or Fourth Renewal. 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/or Fourth Renewal 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 and/or Fourth Renewal 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 Manatron in any way associated with the Agreement and/or this Fourth Renewal.
8. **Remote Access.** If Manatron requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before Manatron is granted remote access to County Systems:
 - A. Manatron will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.
 - B. Manatron will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Manatron will not access County Systems via unauthorized methods.
 - C. Manatron's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - D. Remote access is restricted only to County Systems necessary for Manatron to provide product and/or services to County pursuant to this Fourth Renewal.
 - E. Manatron will allow only its Workforce approved in advance by County to access County Systems. Manatron will promptly notify County whenever an individual member of Manatron's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Manatron will keep a log of access when its Workforce remotely accesses County Systems. Manatron will supply County with evidence of access logs concerning remote access to County

Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- F. If any member(s) of Manatron's Workforce is provided with remote access to County Systems, then Manatron's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
 - G. Failure of Manatron to comply with this Section may result in Manatron and/or Manatron's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
 - H. For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Manatron, is under the direct control of Manatron, whether or not they are paid by Manatron and who have direct or incidental access to County Systems.
 - I. For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).
- 9. **County Data.** Nothing in the Agreement and/or this Fourth Renewal will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
 - 10. **Personnel.** When performing services for County, Manatron shall comply with, and ensure that all Manatron personnel comply with, all rules, regulations and policies of County that are communicated to Manatron 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.
 - 11. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
 - 12. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
 - 13. **Understanding, Fair Construction.** By execution of this Fourth Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Fourth Renewal. This Fourth Renewal, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
 - 14. **Severability.** If any provision of this Agreement and/or this Fourth Renewal 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.

IN WITNESS WHEREOF, this Fourth Renewal 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 Fourth Renewal 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

MANATRON, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Andrew Wright

Authorized Agent- Printed Name

ATTEST:

Executive V.P.

Title

Laura Richard, County Clerk

4.17.2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit I: Manatron's Statement of Work (TX372023FBC); and
Exhibit II: Sole Source Letter

EXHIBIT I

STATEMENT OF WORK TX372023FBC

FORT BEND COUNTY, TEXAS

HIPA PLUS HOSTING RENEWAL

March 7, 2023

Document submitted by Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech")

2429 Military Road, Suite 300

Niagara Falls, NY 14309

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PROJECT SUMMARY

Project: Fort Bend County, Texas HIPA Plus hosting services for transactional replication of the production Aumentum Recorder server, hosting of AgendaQuick production and Public Access, and hosting of Aumentum Recorder Internet Public Access with eCommerce and eRecording submissions.

Project Site: Fort Bend County
301 Jackson Street
Richmond, Texas 77469

County Contact: Laura Richard, County Clerk
(281) 341-8686

Term of Renewal: January 1, 2023 – December 31, 2023

Scope: This project is a renewal for the current hosting services for Aumentum Recorder and AgendaQuick including Public Access and eRecording.

Technology: Hardware -
The County will provide all local production hardware and infrastructure. Aumentum Tech will provide all data center replication and web server hardware and infrastructure.

Software -
Any software deliverables from Aumentum Tech are listed in this Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite and/or as installed currently in the County's production environment may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to Aumentum Tech's change management process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work mutually agreed upon by Manatron, Inc. (Hereinafter "Aumentum Technologies" or "Aumentum Tech") and Fort Bend County, Texas (the "County").

PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies Aumentum Tech and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

SOFTWARE

Aumentum Tech will provide database-to-database replication of the data and images to the hosted data center. This will include replication of the current Aumentum Recorder suite of application software and the Microsoft SQL Server database. The County's Internet Aumentum Recorder Public Access with eCommerce module, AgendaQuick Internet Public Access and eRecording module will also be directly hosted from the data center and will include real-time communication to the local Aumentum Recorder at the county. The AgendaQuick production server is fully hosted at the Aumentum Technologies data center.

Item	Description	Number of Users	Comments
Aumentum Recorder Application Software	No changes to current Aumentum Recorder functionality	N/A	Replicated to data center
AgendaQuick Application Software	No changes to current AgendaQuick functionality	N/A	Single virtual server fully hosted at data center
Cold Fusion	Required for AgendaQuick	N/A	License required for data center production system
Microsoft Office	Required for AgendaQuick	N/A	License required for data center production system
AgendaQuick Public Access	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder Public Access with eCommerce	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder eRecording	Receive electronic filing of land records documents	County-approved submitters	Hosted at data center
Microsoft SQL Server Database Software	Database software, including transactional and snapshot replication functionality	N/A	Data center license provided by Aumentum Tech
SSL Certificate	128 SSL Certificate for eCommerce	N/A	SSL certificate provided by County

RECOMMENDED HARDWARE

Aumentum Tech will provide all data center server hardware, software and infrastructure required for replicating the County's Aumentum Recorder system, and hosting internet Public Access, AgendaQuick and eRecording. The County will be responsible for local production server hardware, software, infrastructure for Aumentum Recorder. The County will provide the network and bandwidth.

Item	Description	Quantity	Comments
Data center servers and infrastructure	Aumentum Recorder application/ database/image replication server and AgendaQuick server and production web servers for Internet Public Access and eRecording	1	Aumentum Tech will provide
Local production server and infrastructure	Aumentum product server and back-up web server for Internet Public Access and eRecording	1	County will provide

PROJECT IMPLEMENTATION

PURPOSE STATEMENT

The purpose of this renewal is to provide full off-site transactional replication of the County's Aumentum Recorder , indexes, and images at Aumentum Tech's data center located in the Time Warner facility in Indianapolis, Indiana. The data center will provide layered redundancy to the County's local production system and failover in the event of an interruption in access to the production system or a full disaster.

In addition to Aumentum Recorder replication, the data center will host the AgendaQuick production and Public Access server, and the Aumentum Internet Public Access and eRecording modules to manage internet researcher inquiries of County indexes and images stored in Aumentum Recorder and the receiving of eRecording submissions for transmission to the County production systems. This configuration will ensure high availability for these Internet-based functions within consistently managed response times, thus insulating the local production configuration and ensuring consistent access even in the event of a disaster at the County's site.

ASSUMPTIONS AND CONSTRAINTS

- A 12-month commitment is required for service for Aumentum Tech applications. If the County decides to terminate the service at any point prior to the end of the 12-month commitment, the County will be responsible for the fees for the Aumentum Tech applications for the balance of the commitment.
- Aumentum Tech will replicate the existing indexes, images, Aumentum Recorder software, and Microsoft SQL Server database to the remote data center configuration. The County's current Aumentum Recorder release level and configuration will not be changed.

- Public users will access AgendaQuick documents via the remote data center just like Aumentum public users. The County's current AgendaQuick release level and configuration will not be changed. The production and data center Cold Fusion Microsoft Office licenses will continue to be used. If the County chooses to upgrade to a newer version, an addendum to this SOW will be required, and the County will be charged an additional fee.
- Public Access for Aumentum Recorder will allow researchers to view documents using the HIPA Plus replication server. Requests to purchase Aumentum Recorder document copies will be redirected to the County/production server to complete the transaction. For eRecording, documents will be received from submitters in the hosted application and will be pushed to the production server for normal processing as batches are accessed by users. All database changes occur on the production server. Replication is from the production server to the hosted server. In the event of a disaster event impacting the County production server, the hosted replication server can be enabled to allow ecommerce Public Access purchases, eRecording processing, and any other standard County Clerk business transaction. When the production server is back online, Aumentum Tech will coordinate through County IT to update the production server.
- The County will be provided with 3TB of data storage, which should be sufficient based on current estimates. If usage exceeds this estimate and additional storage has to be added, the County will be notified and asked to approve the cost of adding additional storage for the balance of the contract. Space will be monitored as needed to ensure there is no limitation in functionality.
- The term "real-time replication" can take a few minutes to complete as network/server traffic will affect the timing of the replication between sites.
- Data replication can be impacted by the telecommunication provided between the County and the data center.
- The County is responsible for providing broadband communication access and any necessary firewall from the production site to an Internet service provider in the case of a LAN-to-LAN VPN tunnel.
- Aumentum Tech will provide the County with a one-time delivery of images and database stored in the hosted facility at no charge to the County. This will include both database and images for the Aumentum Tech AgendaQuick applications. If the County requests that Aumentum Tech Technical Services restore the delivered backup data and images on the local server, then a separate billable work order would be created based on the time and materials required to support the event.
- Data and images housed in the Aumentum Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 tiff. All data and images hosted in the data center are the property of the Fort Bend County Clerk.
- The County will be responsible for providing all Aumentum Recorder production system hardware, infrastructure and environmental space, power requirements, and access by Aumentum Tech for installation testing to the data center and operation.
- The County will provide the SSL Certificate for use with eCommerce and eRecording.
- High-speed remote access to application and database server(s) must be provided to the Aumentum Tech project team members at agreed upon times for set-up, configuration and testing. The date and times of the required access will be scheduled between Aumentum Tech and the County in advance by the respective project managers.
- The County will be responsible for testing and reviewing the data on the remote server and providing approval for cut-over production.
- All documentation provided by Aumentum Tech is provided "as-is."
- Aumentum Tech recommends running 100mbps Ethernet connections to the desktop.

- Future technology refreshes for the County have not been included in the scope of this SOW. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

DEFINITION OF SEVERITY LEVELS

Aumentum Tech shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and Aumentum Tech's responses are detailed in the Records Management Master Agreement dated October 9, 2007 between the County and Aumentum Tech.

IMPLEMENTATION DELIVERABLES

Hardware and Software Deliverables

Any hardware and software deliverables are listed at the beginning of this SOW.

Remote Data Center Deliverables

Remote Data Center deliverables are described in "Attachment 2 - Managed Services Hosting Agreement" located at the end of this document.

All remote hardware and software and data center infrastructure are provided within the proposed HIPA Plus hosting services described in this SOW. The County will be provided with 3 TB of data storage which should be sufficient based on current estimates. Aumentum Tech will be responsible for system set-up, configuration, and establishing communication with the County's network.

COUNTY RESPONSIBILITIES

Access

The County will provide a secure connection for remote access to facilitate Aumentum Tech's support of the system. This can be accomplished via VPN connection for Aumentum Tech personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

Network Administration and Operating System Security

The County shall provide trained personnel to administer its network and manage its domain, including security access.

PRICES

The following outlines the HIPA Plus hosting services proposed.

AUMENTUM TECH HIPA PLUS HOSTING SERVICES	TOTAL PRICE
<p>HIPA Plus Hosting Services:</p> <ul style="list-style-type: none">• HIPA Plus transactional data replication of Aumentum Recorder production indexes and images to the Indianapolis data center• HIPA Plus Hosted Internet Public Access with eCommerce and eRecording• County to provide SSL certificate for eCommerce and eRecording• HIPA Plus hosted AgendaQuick production server and data and Public Access• 3TB of storage <p>Includes all Aumentum Recorder and AgendaQuick server and web server data storage hardware located at the data center, Microsoft SQL Server database software, and all supporting infrastructure to ensure high availability.</p> <p>Recurring Aumentum Tech applications monthly fee for 12 months (January 1, 2023 – December 31, 2023): \$4,140.00 per month, or \$49,680.00 per year</p>	<p>\$49,680.00 2023 Calendar Year</p>

ATTACHMENT 1 – AGREEMENT TO STATEMENT OF WORK

STATEMENT OF WORK AGREED AND ACCEPTED

We, the undersigned, accept this document as a stable work product to be used in the delivery of the services described herein. Any deviation from this Statement of Work is to be handled through Aumentum Tech's change management process.


This Statement of Work will confirm all requests for services as outlined and at the price indicated. This SOW will be an addendum to the "Records Management Master Agreement" dated October 9, 2007 between the County and Aumentum Tech. All the terms and conditions of that agreement will pertain.

BILLING FOR HIPA PLUS

Monthly billing of \$4,140.00 for HIPA Plus will begin as of January 1, 2023

HIPA Plus hosting fees are \$4,140.00 per month for 12 months (January 1, 2023 – December 31, 2023)
The total fee for the full 12 months is \$49,680.00.

SIGNATURES

Fort Bend County 301 Jackson Street Richmond, TX 77469	Aumentum Technologies 2429 Military Road, Suite 300 Niagara Falls, NY 14309
BY:	BY: 
PRINTED NAME:	PRINTED NAME: Andrew Wright
TITLE:	TITLE: Executive V.P.
DATE:	DATE: 4.17.2023

This agreement is not effective until executed by both parties.

ATTACHMENT 2 – MANAGED SERVICES An incident is defined as any time the system is inaccessible to the public. The County will own the telecommunication (VPN) line that provides the data to the data center and will be first-line support; however, there may be an issue that is out of Aumentum Tech's control that will temporarily affect the database replication. Aumentum Tech will initiate a support call, monitor progress, and monitor the telecommunication line. Database replication is not included in the credit percentage section of this SOW. The telecommunication within the data center that provides availability to the records/website once on the server is included in the credit percentages and is owned by the data center.

The SOW applies only when the County is agreeing to a term commitment of thirty-six (36) months for the Aumentum Tech applications. If the County decides to terminate the service, the County will be responsible for data center charges through the Aumentum Tech application's thirty-six-month commitment. Aumentum Tech reserves the right to amend the SOW from time to time effective upon notice to County, provided that in the event of any amendment resulting in a material reduction of the service levels, the change request sets forth County's sole remedies for any claim relating to the services, including any failure to meet any guarantee set forth in the change request. The Data Center records and data shall be the basis for all change request calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in a month shall not exceed 10% of the monthly recurring fee.

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management, or other Data Center policies relating to the Data Center service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the infrastructure availability, and the County will have no right to any service credit or other remedy under a change request or otherwise with respect to such disruption. The County will pay Aumentum Tech at the current published rates for reasonable remedial services resulting from the County's actions.

Aumentum Tech will provide the County with written notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. The Data Center designs its services around an N+ 1-redundancy philosophy that is used to minimize outages during planned change controls. The Data Center will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, the Data Center reserves the right to proceed with any change control if it is determined by the Data Center, in its sole discretion, that a change control is necessary to maintain the overall integrity of the services and/or the change control will not cause harm to the County.

INFRASTRUCTURE AVAILABILITY

Infrastructure shall consist of the following components that are provided as part of the Data Center services:

- Co-location space reserved for use by the County in the Data Center, including quarter, half, or full cabinets and cage space;
- Power provided to County's co-location space; and
- Internet access provided to the County from the Data Center Internet Backbone.

In the event that Aumentum Tech fails to meet its stated Infrastructure Availability in any given month during the service term, County shall be entitled to receive a credit (as the sole and exclusive remedy hereunder) by providing Aumentum Tech with a written request for a service credit within sixty (60) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the service credit shall be determined by the percentage in accordance with the table shown below; the credit percentage will be off the monthly recurring fee.

INCIDENT MANAGEMENT AVAILABILITY MATRIX

Infrastructure Availability Percentage	Credit Percentage
100%	0%
<99.99% > 99.5%	1%
<99.5% > 99.0%	2%
<99.0% > 98.5%	3.5%
<98.5% > 95.0%	5%
<95.0%	10%

EXHIBIT II



Laura Richard
Fort Bend County, County Clerk
301 Jackson Street
Richmond, Texas 77469-3108

Re: Sole Source Statement

Dear Ms. Richard:

On behalf of Manatron, Inc. ("Manatron"), I wish to thank Fort Bend County for its continuing use of the Aumentum Recorder Software and Professional services.

Aumentum Recorder suite of records management software is currently deployed in the Fort Bend County Clerk's office and Hosting Services are utilized as well.

Manatron, Inc. utilizes a proprietary integration program to tightly integrate workflow processing within Aumentum Recorder under a common user interface. Support of these integrated components is available only through Manatron, Inc. to Fort Bend County on a sole source basis. Enhancements and augmentation to the core software or its integration components may only be obtained from Manatron on a sole source basis. Manatron does not support authorized distributor or dealership programs and supports the end users of its product directly.

In addition, Manatron offers a menu of specialized services that utilize domain knowledge to access Aumentum Recorder software modules and program code.

If there are any questions on any of these software systems or services, contact Angela Keeton at AKeeton@harriscomputer.com

Thank you again for the opportunity to serve Fort Bend County.

Sincerely,

Angela Keeton
Executive Vice President
469.663.2851