STATE OF TEXAS	8
	8
COUNTY OF FORT BEND	8

AMENDMENT TO INSIGHT PUBLIC SECTOR, INC.'S AGREEMENT (DIR CONTRACT NO. DIR-TSO-4052)

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Insight Public Sector, Inc., ("Insight"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to Insight Public Sector, Inc.'s Agreement, on or about November 22, 2022, for the purchase of specified Adobe software subscriptions and licenses (the "Agreement"), attached hereto as Exhibit "I" and incorporated herein for all purposes, utilizing DIR Contract No. DIR-TSO-4052; and

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

I. Amendments

- 1. **Scope of Services**. Insight shall continue to provide product and/or services as described in Insight's Quotation (Quotation Number: 0226754426), attached as Exhibit "II" and incorporated fully by reference; and in accordance with the requirements and specifications of DIR Contract No. DIR-TSO-4052.
- 2. **Term**. This Agreement shall renew and this Amendment is effective as of December 1, 2023, and shall expire no later than November 30, 2024, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
- 3. Limit of Appropriation. Insight's fees shall be calculated at the rates set forth in the attached Exhibit II. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit II is \$144,139.50. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. Insight 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 \$144,139.50, specifically allocated to fully discharge any and all liabilities County may incur. Insight does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Insight may become entitled to and the total maximum sum that County may become liable to pay to Insight shall not under any conditions, circumstances, or interpretations thereof exceed \$144,139.50.

1

- 4. **Modifications**. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 5. **Conflict**. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 7. **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 Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY	INSIGHT PUBLIC SECTOR, INC.
	Lisanne Steinheiser
KP George, County Judge	Authorized Agent – Signature
	Lisanne Steinheiser
Date	Authorized Agent- Printed Name
	Global Compliance Officer
ATTEST:	Title
	11/7/2023
Laura Richard, County Clerk	Date
REVIEWED:	
Robyn Doughtie	
Information Technology Office	
AUDI	TOR'S CERTIFICATE
I hereby certify that funds are av and pay the obligation of Fort Bend Cou	ailable in the amount of \$to accomplishinty under this Agreement.
	Debout Ed Chardinant Country Anditon
	Robert Ed Sturdivant, County Auditor
Exhibit I: Addendum to Insight Public Solbout November 22, 2022; and	ector, Inc.'s Agreement, executed by the parties on or

 $I:\AGREEMENTS\2024\ Agreements\IT\Insight\ Public\ Sector\ (23-IT-100215-A1)\Amendment\ to\ Insight\ Public\ Sector,\ Inc.'s\ Agreement.docx\ aw$

Exhibit II: Insight's Quotation (Quotation Number: 0226754426).

EXHIBIT I

STATE OF TEXAS § 31H

§ §

COUNTY OF FORT BEND

ADDENDUM TO INSIGHT PUBLIC SECTOR, INC.'S AGREEMENT (DIR Contract No. DIR-TSO-4052)

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 Insight Public Sector, Inc., (Insight ")a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Insight's Quotation (Quotation Number: 224812291) (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified Adobe software subscriptions and licenses (the "Services"); and

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

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

WHEREAS, the parties wish to utilize the Department of Information Resources ("DIR") Contract No. DIR-TSO-4052, incorporated fully by reference, for the purchase of the Services; and

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

AGREEMENT

- 1. **Term**. The term of the Agreement is effective December 1, 2022, and shall expire no later than November 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.
- 2. **Scope of Services.** Subject to this Addendum, Insight will render Services to County as described in Exhibit A, and in accordance with the requirements and specifications of DIR Contract No. DIR-TSO-4052.
- 3. Payment; Non-appropriation; Taxes. Payment shall be made by County within thirty (30) days of receipt of invoice. Insight may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytx.gov. If County disputes charges related to the invoice submitted by Insight, County shall notify Insight no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. 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. Insight 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 One Hundred Twenty-Six Thousand, Eight Hundred Forty and 10/100 dollars (\$126,840.10), specifically allocated to fully discharge any and all liabilities County may incur. Insight does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Insight may become entitled to and the total maximum sum that County may become liable to pay to Insight shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Twenty-Six Thousand, Eight Hundred Forty and 10/100 dollars (\$126,840.10). 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.
- 5. **Public Information Act.** Insight expressly acknowledges that County is subject to the Texas Public Information ActTEX.GOV'T CODE ANN. §§552.00th 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 Insight 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.
- 6. **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 Insight for any reason are hereby deleted.
- 7. **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 Insight in any way associated with the Agreement.

- 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. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Insight hereby verifies that Insight 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, Insight 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, Insight 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, Insight 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.
- 9. **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.
- 10. **Human Trafficking**. BY ACCEPTANCE OF CONTRACT, INSIGHT 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**. Insight may use County's name without County's prior written consent only in any of Insight's customer lists, any other use must be approved in advance by County.

- 12. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-TSO-4052, then the terms and conditions of DIR Contract No. DIR-TSO-4052 controls to the extent of the conflict.
- 13. **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.
- 14. **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.
- 15. **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.
- 16. **County Data**. Nothing in this Agreement 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.
- 17. Compliance with Laws. Insight 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, Insight shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 18. **Independent Contractor**. In the performance of work or services hereunder, Insight 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 Insight or, where permitted, of its subcontractors. Insight 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.
- 19. **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.
- 20. **Remote Access.** As applicable, if Insight requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Insight's Services, except aotherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Insight is granted remote access to County Systems:

- (A). Insight will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance writing by the County's Director of Information Technology and Chief Information Officer.
- (B). Insight will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Insight will not access County Systems via unauthorized methods.
- (C). Insight'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 Insight to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). Insight will allow only its Workforce approved in advance by County to access County Systems. Insight will promptly notify County whenever an individual member of Insight's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Insight will keep a log of access when its Workforce remotely accesses County Systems. Insight 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 Insight's Workforce is provided with remote access to County Systems, then Insight'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 Insight to comply with this Section may result in Insight and/or Insight'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 Insight, is under the direct control of Insight, whether or not they are paid by Insight 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).

(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	INSIGHT PUBLIC SECTOR, INC.
County Judge RF George	Crica Falchetti
KP George, County Judge	Authorized Agent – Signature
November 22, 2022	Erica Falchetti
Date A A	Authorized Agent- Printed Name
SWO COUNTAIN	Sr SLED Market Leader
ATTEST:	Title
Jama Richard	10/19/2022
Laura Richard, County Clerk	Date
REVIEWED:	
Robyn Doughtie	
Information Technology Office	

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_126.840.10__\ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Insight's Quotation (Quotation Number: 224812291)

I:\AGREEMENTS\2023 Agreements\IT\Insight Public Sector (23-IT-100215)\Addendum to Agreement with Public Sector, Inc..docx aw

Exhibit A



126,840.10



INSIGHT PUBLIC SECTOR SLED 2701 E INSIGHT WAY CHANDLER AZ 85286-1930 Tel: 800-467-4448

SOLD-TO PARTY 10738659

FORT BEND COUNTY 301 JACKSON ST

RICHMOND TX 77469-3108

SHIP-TO

INFORMATION TECHNOLOGY

RUSSELL HILL 500 LIBERTY ST

RICHMOND TX 77469-3500

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery: : FOB DESTINATION

Currency : USD

Quotation

Quotation Number: 224812291 Document Date: 17-MAR-2022

PO Number PO release:

Sales Rep : George Marshall

Email : GEORGE.MARSHALL@INSIGHT.COM

Telephone

Sales Rep 2 : Mizpah Concepcion

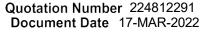
Email MIZPAH.CONCEPCION@INSIGHT.COM

Telephone : +12132693999

Material	Material Description	Quantity	Unit Price	Extended Price
65318659-FTBC	ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - EACH SUBSCRIPTION (# SPECIFIED BELOW) - 12 MONTHS ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - 5,000 TRANSACTIONS	1	16,805.50	16,805.50
	Coverage Dates: 01-DEC-2022 - 30-NOV-2023 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTWARE RESELLER(# DIR-TSO-4052) MSRP: 19000.00 Discount: 11.550%			
65286686-FTBC	ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE - PER USER - 12 MONTHS	920	99.99	91,990.80
	Coverage Dates: 01-DEC-2022 - 30-NOV-2023 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTWARE RESELLER(# DIR-TSO-4052) MSRP: 133.00 Discount: 24.820%			
65274430-FTBC	ADOBE CREATIVE CLOUD ENTERPRISE TERM LICENSE - PER USER - 12 MONTHS	17	1,061.40	18,043.80
	Coverage Dates: 01-DEC-2022 - 30-NOV-2023 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTWARE RESELLER(# DIR-TSO-4052) MSRP: 1200.00 Discount: 11.550%			
		Product Su TAX	btotal	126,840.10 0.00

Total

Exhibit I Exhibit A



Page 2 of 2



Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

George Marshall

GEORGE.MARSHALL@INSIGHT.COM

Mizpah Concepcion +12132693999 MIZPAH.CONCEPCION@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs. https://www.insight.com/terms-and-policies

Exhibit I Exhibit A

23-IT-100215 R.218451-For Vendor Review and Signature and 1295 Form 19OCT2022

Final Audit Report 2022-10-19

Created: 2022-10-19

By: Emily Thompson (emily.thompson@insight.com)

Status: Signed

Transaction ID: CBJCHBCAABAAqwZShgw2nGBwp8ypNc2rlq0ywNuKl05s

"23-IT-100215 R.218451-For Vendor Review and Signature and 1295 Form 19OCT2022" History

Document created by Emily Thompson (emily.thompson@insight.com)

2022-10-19 - 6:13:55 PM GMT- IP address: 204.145.196.5

C?.. Document emailed to Erica Falchetti (erica.falchetti@insight.com) for signature 2022-10-19 - 6:14:26 PM GMT

t:'| Email viewed by Erica Falchetti (erica.falchetti@insight.com)

2022-10-19 - 6:16:41 PM GMT- IP address: 204.145.196.5

Document e-signed by Erica Falchetti (erica.falchetti@insight.com)

Signature Date: 2022-10-19 - 6:16:48 PM GMT - Time Source: server- IP address: 204.145.196.5

G Agreement completed.

2022-10-19 - 6:16:48 PM GMT

EXHIBIT II



INSIGHT PUBLIC SECTOR SLED 2701 E INSIGHT WAY CHANDLER AZ 85286-1930 Tel: 800-467-4448

SOLD-TO PARTY 10738659

FORT BEND COUNTY 301 JACKSON ST

RICHMOND TX 77469-3108

SHIP-TO

INFORMATION TECHNOLOGY

500 LIBERTY ST

RICHMOND TX 77469-3500

We deliver according to the following terms:

Payment Terms: Net 30 daysShip Via: Electronic DeliveryTerms of Delivery: FOB DESTINATION

Currency : USD

Quotation

Quotation Number: 0226754426 **Document Date**: 11-OCT-2023

PO Number

PO release: : FBC ADOBE EA RENEWAL 36863724

Sales Rep : George Marshall

Email : GEORGE.MARSHALL@INSIGHT.COM

Telephone

Sales Rep 2 : Mizpah Concepcion

Email MIZPAH.CONCEPCION@INSIGHT.COM

Telephone : +12132693916

Material	Material Description	Quantity	Unit Price	Extended Price
65318659JA-FTBC	FORT BEND COUNTY ADOBE SIGN FOR SUBSCRIPTION - EACH SUBSCRIPTION (#BELOW) - 12 MONTHS *INCLUSIVE OF UP TO TRANSACTIONS Coverage Dates: 01-DEC-2023 - 30-NOV-2024 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTW RESELLER(# DIR-TSO-4052) MSRP: 19000.00 Discount: 11.550% OPTION YEAR 1	1 ARE	16,805.50	16,805.50
65286686JA-FTBC	FORT BEND COUNTY ADOBE ACROBAT PRO TERM LICENSE - PER USER - 12 MONTHS Coverage Dates: 01-DEC-2023 - 30-NOV-2024 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTW RESELLER(# DIR-TSO-4052) MSRP: 133.00 Discount: 11.549% OPTION YEAR 1	920 'ARE	117.64	108,228.80
65274430JA-FTBC	Adobe Creative Cloud - Term License (1 year) - 1 user Coverage Dates: U1-DEC-2023 - 30-NOV-2024 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTW RESELLER(# DIR-TSO-4052) MSRP: 1200.00 Discount: 11.550% OPTION YEAR 1	17 'ARE	1,061.40	18,043.80
65274430JA-FTBC	Adobe Creative Cloud - Term License (1 year) - 1 user Coverage Dates: 01-DEC-2023 - 30-NOV-2024 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTWARESELLER(# DIR-TSO-4052) MSRP: 1200.00 Discount: 11.550% TRUE UP GO FORWARD	1 ARE	1,061.40	1,061.40



Page 2 of 2



Product Subtotal	144,139.50
TAX	0.00
Total	144,139.50

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

George Marshall

GEORGE.MARSHALL@INSIGHT.COM

Mizpah Concepcion +12132693916 MIZPAH.CONCEPCION@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs. https://www.insight.com/terms-and-policies

c204a542-8926-4d7f-b58f-15323cac5227

Final Audit Report 2023-11-07

Created: 2023-11-07

By: Hannah Benton (Hannah.Benton@insight.com)

Status: Signed

Transaction ID: CBJCHBCAABAAwrnOHR_loKzlX2QX-MT9JKTl5Og6Utg-

"c204a542-8926-4d7f-b58f-15323cac5227" History

- Document created by Hannah Benton (Hannah.Benton@insight.com) 2023-11-07 3:25:36 PM GMT
- Document emailed to Lisanne Steinheiser (lisanne.steinheiser@insight.com) for signature 2023-11-07 3:26:26 PM GMT
- Email viewed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
 2023-11-07 4:08:28 PM GMT
- Document e-signed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
 Signature Date: 2023-11-07 4:08:39 PM GMT Time Source: server
- Agreement completed. 2023-11-07 - 4:08:39 PM GMT