

STATE OF TEXAS

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COUNTY OF FORT BEND

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THIRTEENTH AMENDMENT TO GHG SERVICE LEVEL AGREEMENT

This Thirteenth Amendment to the GHG Service Level Agreement is made and entered into on by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and GHG Corporation (hereinafter "GHG"), a Texas corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and GHG executed and accepted that certain Service Level Agreement on October 7, 2008, and as amended on or about October 6, 2009, July 6, 2010, July 8, 2014, January 27, 2015, January 26, 2016, January 3, 2017, February 6, 2018, November 27, 2018, March 24, 2020, February 9, 2021, December 14, 2021, and on or about July 25, 2023 (collectively the "Agreement"), incorporated herein by reference for all purposes; and

WHEREAS, County and GHG desire to amend the Agreement to renew continued maintenance, support and upgrades for the TEAMKEEPER Software for 3,500 County users as reflected in GHG's Invoice #97430, attached hereto as Exhibit A and incorporated herein for all purposes.

NOW THEREFORE, in consideration of the foregoing, the Agreement between County and GHG is hereby amended to read as follows:

1. The Agreement is hereby renewed to extend the annual support, upgrades, and maintenance services currently provided under the Agreement at a total cost of \$7,846.00 with a new termination date of December 31, 2024, as detailed in Exhibit A.
2. An additional amount not-to-exceed Seven Thousand, Eight Hundred Forty-Six dollars and no cents (\$7,846.00) shall be available for payment to GHG under this Thirteenth Amendment as detailed in Exhibit A.
3. No additional funding shall be available for services by GHG provided under the Agreement and any subsequent amendment without prior written consent of County.
4. 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, GHG hereby verifies that GHG 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, GHG 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, GHG 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, GHG 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.
5. BY ACCEPTANCE OF CONTRACT, GHG 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.
6. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

If there is a conflict between this Thirteenth Amendment and the Agreement, the provisions of this Thirteenth Amendment shall prevail with regard to the conflict.

(Execution Page Follows)

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IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date of final signature.

FORT BEND COUNTY

K.P. George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

GHG CORPORATION

Idris M Johnson

Authorized Agent- Signature

Idris Johnson

Authorized Agent- Printed Name

Director of Sales and Marketing

Title

2/15/2024

Date

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, Fort Bend County Auditor

EXHIBIT A: INVOICE # 97430

EXHIBIT A



Invoice

Invoice #

97430

Invoice Date	DUE DATE
12/1/2023	12/31/2023
Terms	Net 30

Bill To

Fort Bend County Auditor
301 Jackson
Richmond, TX 77469

P.O. #

Account #

P10738

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
TK Ann...	1	Annual renewal for continued maintenance, support and upgrades of purchased license of TEAMKEEPER Software for 3500 user purchased license	7,846.00	7,846.00
		Service Dates: 1/1/24 - 12/31/24		
		**Please note: This invoice is OPTIONAL. If you wish to decline the annual renewal, GHG will no longer be able to offer continued maintenance, upgrades and technical support. After 60 days of nonpayment, the support contract will automatically be canceled and you will need to call GHG to reactivate.		
		PLEASE MAKE CHECKS PAYABLE TO GHG CORPORATION		

Terms of Cancellation: GHG must receive 30 days advance written notice of cancellation via <https://clockwiseghg.typeform.com/to/zo3xM8>

As part of our commitment to provide exceptional, reliable and secure services to our customers, TeamKeeper reserves the right to conduct proactive maintenance to sites and systems each Sunday from 7am-7pm CST.

If we take down your site for non payment there will be a \$100 reactivation fee added to your account. All outstanding invoices must be paid before your site will be reinstated.

Total \$7,846.00

Payments/Credits \$0.00

Balance Due \$7,846.00



866-380-4146

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billing@teamkeeper.com