

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. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Limit of Appropriation.** Netsync 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 Seventy-Four Thousand, One Hundred Thirty-Four dollars and 80/100 (\$74,134.80), specifically allocated to fully discharge any and all liabilities County may incur. Netsync does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Netsync may become entitled to and the total maximum sum that County may become liable to pay to Netsync shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-Four Thousand, One Hundred Thirty-Four dollars and 80/100 (\$74,134.80). 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 and Open Meetings Act.** Netsync expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Netsync 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 this Addendum are not proprietary or confidential information.

Netsync expressly acknowledges that County is subject to 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, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

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 Netsync for any reason are hereby deleted. Netsync shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Netsync, its agents, servants or employees, performed under this agreement that result from

the negligent act, error, or omission of Netsync or any of Netsync's agents, servants or employees.

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 or any damages incurred by Netsync 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, Netsync hereby verifies that Netsync 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, Netsync 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, Netsync 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, Netsync 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, NETSYNC 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.** Netsync may use County's name without County's prior written consent only in any of Netsync'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 and DIR Contract No. DIR-TSO-4167 and/or DIR Contract No. DIR-CPO-4430, then, as applicable, the terms and conditions of DIR Contract No. DIR-TSO-4167 and/or DIR Contract No. DIR-CPO-4430 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. **Personnel.** Netsync 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 Netsync 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 Netsync shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Netsync or agent of Netsync who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, Netsync shall comply with, and ensure that all Netsync Personnel comply with, all rules, regulations and policies of County that are

communicated to Netsync, 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.

17. **Compliance with Laws.** Netsync 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, Netsync shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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

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

20. **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.

21. **Remote Access.** As applicable, if Netsync requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Netsync's Services, except as otherwise 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 Netsync is granted remote access to County Systems:

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

NETSYNC NETWORK SOLUTIONS, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Clara Alessi

Authorized Agent- Printed Name
Contracts Manager

ATTEST:

Title
03 / 21 / 2024

Laura Richard, County Clerk

Date

REVIEWED:



Information Technology Department

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A: Netsync's Quotes (Quotes: AAAQ425247 and AAAQ425248).

i:\agreements\2024 agreements\it\netsync network solutions, inc. (24-it-100538)\addendum to netsync network solutions, inc.'s agreement.docx aw

Exhibit A

Quote #:	AAAQ425247
Date:	03/14/2024
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Bend County Lee.Powell@fortbendcountytexas.gov (346) 481-6155	Leo Kamenker lkamenker@netsync.com 346.303.3912	Ashley F Freeman afreeman@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site					Sub Total 55,357.60
Wireless					
1.0	C9115AXI-B	Cisco Catalyst 9115AX Series	6	811.00	4,866.00
1.1.0	SW9115AX-CAPWAP-K9	Capwap software for Catalyst 9115AX	6	0.00	0.00
1.2.0	AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	6	0.00	0.00
1.3.0	AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	6	0.00	0.00
1.4.0	CDNA-E-C9115	Wireless Cisco DNA On-Prem Essentials, 9115 Tracking	6	0.00	0.00
1.4.1.0	DNA-E-5Y-C9115	C9115AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	6	0.00	0.00
1.5.0	AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	6	0.00	0.00
1.5.1.0	AIR-DNA-E-T-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	6	0.00	0.00
1.6.0	AIR-DNA-NWSTACK-E	Wireless DNA Perpetual Network Stack - Essentials	6	0.00	0.00
1.7.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	6	0.00	0.00
1.8.0	C9115AXI-SINGLE	C9115AXI SINGLEPACK OPTION	6	0.00	0.00
1.9.0	C9115-OVER	C9115AX OVER OPTION	6	0.00	0.00
UPS					
2.0	SRT5KXLT-5KTF	SMARTUPS SRT 5000VA W/ 208/240VPERP TO 120V STEP DOWN TRANSFORMER	1	7,398.70	7,398.70
3.0	SRT192BP	SMARTUPS SRT 5KVA 192V AND 6KVABATT BATTERY PACK	1	1,602.90	1,602.90
Switching					
4.0	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	4	6,945.40	27,781.60
4.1.0	C9300-NW-A-48	C9300 Network Advantage, 48-port license	4	0.00	0.00
4.2.0	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	4	0.00	0.00
4.3.0	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	4	0.00	0.00
4.4.0	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	4	857.50	3,430.00
4.5.0	CAB-TA-NA	North America AC Type A Power Cable	8	0.00	0.00
4.6.0	C9300-SSD-NONE	No SSD Card Selected	4	0.00	0.00
4.7.0	STACK-T1-50CM	50CM Type 1 Stacking Cable	4	68.60	274.40
4.8.0	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	4	65.10	260.40
4.9.0	TE-C9K-SW	TE agent for IOSXE on C9K	4	0.00	0.00
4.10.0	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	4	0.00	0.00
4.11.0	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	4	0.00	0.00
4.12.0	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	4	0.00	0.00
4.13.0	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	4	0.00	0.00
4.13.1.0	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	4	0.00	0.00

NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ425247

Quote #:	AAAQ425247
Date:	03/14/2024
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
4.14.0	TE-EMBEDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	4	0.00	0.00
4.14.1.0	TE-EMBEDED-T-5Y	ThousandEyes - Enterprise Agents	4	0.00	0.00
4.15.0	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	4	1,749.40	6,997.60
4.16.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	4	0.00	0.00
4.17.0	CON-SNT-C93004PA	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva Duration: 1.00 Years	4	686.50	2,746.00

Notes: 220057440-158124-03

Fulsher Annex - LK (Custom) - HW

Cisco Systems TX | DIR-TSO-4167

Netsync DIR-CPO-4430 | DIR-CPO-4430

Total	55,357.60
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	55,357.60

Quote #:	AAAQ425248
Date:	03/14/2024
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Bend County Lee.Powell@fortbendcountytexas.gov (346) 481-6155	Leo Kamenker lkamenker@netsync.com 346.303.3912	Ashley F Freeman afreeman@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site					Sub Total 18,777.20
Wireless					
1.0	AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential - 4.1.24 - 3.31.25	6	51.44	308.64
2.0	AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential - 4.1.25 - 3.31.26	6	51.44	308.64
3.0	AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential - 4.1.26 - 3.31.27	6	51.44	308.64
4.0	AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential - 4.1.27 - 3.31.28	6	51.44	308.64
5.0	AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential - 4.1.28 - 3.31.29	6	51.44	308.64
Switching					
6.0	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port - 4.1.24 - 3.31.25	4	861.70	3,446.80
7.0	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port - 4.1.25 - 3.31.26	4	861.70	3,446.80
8.0	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port - 4.1.26 - 3.31.27	4	861.70	3,446.80
9.0	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port - 4.1.27 - 3.31.28	4	861.70	3,446.80
10.0	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port - 4.1.28 - 3.31.29	4	861.70	3,446.80

Notes: 220057440-158124-04

Fulsher Annex - LK (Custom) - DNA
Cisco Systems TX | DIR-TSO-4167

Total	18,777.20
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	18,777.20

Signature Certificate

Reference number: MKTQ4-AJHMF-SWNTS-XTZGZ

Signer

Email: nlegal@netsync.com

Sent:

Viewed:

Signed:


Timestamp

20 Mar 2024 21:29:16 UTC

21 Mar 2024 16:02:02 UTC

21 Mar 2024 17:35:40 UTC

Signature



Recipient Verification:

✓Email verified

21 Mar 2024 16:02:02 UTC

IP address: 140.186.94.42

Location: Fargo, United States

Document completed by all parties on:

21 Mar 2024 17:35:40 UTC

Page 1 of 1



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