

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**ADDENDUM TO NETSYNC NETWORK SOLUTIONS, INC.'S AGREEMENT
PURSUANT TO DIR CONTRACT NO. DIR-CPO-4866**

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 Netsync Network Solutions, Inc., (“Netsync”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the “parties”).

WHEREAS, subject to the changes herein, the parties have executed and accepted Netsync’s Quote (Quote #: AAAQ425495-03), (the “Agreement”), attached hereto as Exhibit “A” and incorporated fully by reference, for the purchase of specified software licenses and services, (collectively the “Services”); and

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

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

WHEREAS, the parties wish to utilize Texas Department of Information Resources (“DIR”) Contract No. DIR-CPO-4866, which is 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. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement is effective upon execution of this Addendum by both parties, and the term of the Agreement shall expire no later three (3) years thereafter, 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. 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. **Scope of Services.** Subject to this Addendum, Netsync will render Services to County as described in Exhibit A, and, as applicable, in accordance with the requirements of DIR Contract No. DIR-CPO-4866. All performance of the Scope of Services by Netsync including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoices. Payment for the First Year of Service will be in the amount of \$95,996.50. Payment for the Second and Third Years of service will each be in the amount of \$42,036.50. Netsync will invoice County for applicable Services for the Second and Third Years of service no earlier than March 30st of each applicable year during the Term of the Agreement. Netsync may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytx.gov. If County disputes charges related to the invoice(s) submitted by Netsync, County shall notify Netsync no later than twenty-one (21) days after the date County receives the invoice(s). 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. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **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 One Hundred Eighty Thousand, Sixty-Nine dollars and 50/100 (\$180,069.50), 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 One Hundred Eighty Thousand, Sixty-Nine dollars and 50/100 (\$180,069.50). 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.
6. **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.

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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-CPO-4866, then, as applicable, the terms and conditions of DIR Contract No. DIR-CPO-4866 controls to the extent of the conflict.
14. **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.
15. **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.
16. **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.
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.

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

Netsync agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Netsync uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Netsync shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Netsync shall advise County immediately in the event Netsync learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Netsync will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Netsync against any such person. Netsync agrees that, except as directed by County, Netsync will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Netsync will promptly turn over to County all documents, papers, and other matter in Netsync's possession which embody Confidential Information.

Netsync acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in

addition to any other legal remedies that may be available. Netsync acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

19. **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.
20. **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.
21. **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.
22. **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

Clara Alessi

Date

Authorized Agent- Printed Name

Contracts Manager

ATTEST:

Title

04 / 15 / 2024

Laura Richard, County Clerk

Date

REVIEWED:

Robyn Doughtie

Information Technology Department

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A: Netsync's Quote (Quote #: AAAQ425495-03).

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Exhibit A

Quote #:	AAAQ425495-03
Date:	04/10/2024
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Bend County russell.hill@fortbendcountytexas.gov na	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
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Main Site Sub Total 180,069.50

Payment 1 - Year 1

1.0	SE-T-LIC-ST	Splunk Enterprise - Term License with Standard Success Plan - 50GB/day On delivery Includes - Support as described at https://www.splunk.com/en_us/supportandservices/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc End Date: 04/29/2025	1	31,316.50	31,316.50
2.0	ES-T-LIC-ST	Splunk Enterprise Security - Term License with Standard Success Plan - 50GB/day On delivery with Standard Success Plan - GB/day Includes - Support as described at https://www.splunk.com/en_us/support-and-services/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc End Date: 04/29/2025	1	10,720.00	10,720.00
3.0	EDU-CREDIT-1	One-Time Education Service Credit (Prepaid) Splunk, Inc	3375	9.60	32,400.00
4.0	PS-DAY-R	Splunk Professional Services Daily Rate (Remote) Splunk, Inc - PS-DAY-R	10	2,156.00	21,560.00
5.0	USER-CONF-REG	Splunk .conf User Conference Attendance Splunk, Inc - USER-CONF-REG	4	0.00	0.00

Payment 2 - Year 2

6.0	SE-T-LIC-ST	Splunk Enterprise - Term License with Standard Success Plan - 50GB/day Includes - Support as described at https://www.splunk.com/en_us/support-and-services/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc Start Date: 04/30/2025 End Date: 04/29/2026	1	31,316.50	31,316.50
7.0	ES-T-LIC-ST	Splunk Enterprise Security - Term License with Standard Success Plan - 50GB/day On delivery with Standard Success Plan - GB/day Includes - Support as described at https://www.splunk.com/en_us/support-and-services/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc Start Date: 04/30/2025 End Date: 04/29/2026	1	10,720.00	10,720.00

Payment 3 - Year 3

Quote #:	AAAQ425495-03
Date:	04/10/2024
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
8.0	SE-T-LIC-ST	Splunk Enterprise - Term License with Standard Success Plan - 50GB/day Includes - Support as described at https://www.splunk.com/en_us/support-and-services/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc Start Date: 04/30/2026 End Date: 04/29/2027	1	31,316.50	31,316.50
9.0	ES-T-LIC-ST	Splunk Enterprise Security - Term License with Standard Success Plan - 50GB/day On delivery with Standard Success Plan - GB/day Includes - Support as described at https://www.splunk.com/en_us/support-and-services/support-programs.html and the terms in any other agreement do not apply. Splunk, Inc Start Date: 04/30/2026 End Date: 04/29/2027	1	10,720.00	10,720.00

Notes: 220049800-146444-05

Splunk - 3.18.24
Cybersecurity Products and Services | DIR-CPO-4866

Total	180,069.50
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	180,069.50

Signature Certificate

Reference number: A7EJ6-VXDP6-6BKF9-NQVCX

Signer

Email: nlegal@netsync.com

Sent:

12 Apr 2024 18:34:04 UTC

Viewed:


15 Apr 2024 20:50:24 UTC

Signed:

15 Apr 2024 20:50:50 UTC

Timestamp

Signature



Recipient Verification:

✓Email verified

15 Apr 2024 20:50:24 UTC

IP address: 140.186.94.42
Location: Fargo, United States

Document completed by all parties on:

15 Apr 2024 20:50:50 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

