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COUNTY OF FORT BEND

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**ADDENDUM TO GRANICUS LLC'S AGREEMENT
(TIPS Contract No. 220105)**

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 Granicus LLC, ("Granicus"), 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 Granicus' Order Form (Order # Q-347913), (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified subscription solutions (collectively the "Services"); and

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

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

WHEREAS, the parties wish to utilize The Interlocal Purchasing System ("TIPS") Contract No. 220105, incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

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 the parties, and shall expire no later than one year after the date of execution, 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 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, Granicus will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of TIPS Contract No. 220105.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice(s). Granicus may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. 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.

5. **Limit of Appropriation.** Granicus 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 Fifty-Eight Thousand, Four Hundred Forty-Two dollars and 83/100 (\$58,442.83), specifically allocated to fully discharge any and all liabilities County may incur. Granicus does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Granicus may become entitled to and the total maximum sum that County may become liable to pay to Granicus shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-Eight Thousand, Four Hundred Forty-Two dollars and 83/100 (\$58,442.83). 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.** Granicus 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 Granicus 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. Neither the terms and conditions of the Agreement nor this Addendum are proprietary or confidential information.
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 Granicus or any other party for any reason are hereby deleted.
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 incurred by Granicus 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, Granicus hereby verifies that Granicus 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, Granicus 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, Granicus 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, Granicus 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. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum and Exhibit A.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, GRANICUS 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.** Granicus may use County's name without County's prior written consent only in any of Granicus's customer lists, any other use must be approved in advance by County.
13. **Performance Warranty.** Granicus warrants to County that Granicus has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Granicus will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Granicus warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and TIPS Contract No. 220105.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of TIPS Contract No. 220105, then the terms and conditions of TIPS Contract No. 220105 controls to the extent of the conflict.
15. **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.
16. **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.
17. **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.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Upon termination of this Agreement, the County will be able to retrieve a copy of County data from Granicus in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Granicus as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in

the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. Granicus shall promptly furnish all such data and material to County on request.

20. **Personnel.** Granicus 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 Granicus 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 Granicus shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Granicus or agent of Granicus 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 for the County, Granicus shall comply with, and ensure that all Granicus Personnel comply with, all rules, regulations and policies of County that are communicated to Granicus 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.

21. **Compliance with Laws.** Granicus 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, Granicus shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
22. **Confidential Information.** Granicus 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 Granicus 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 Granicus 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 Granicus) publicly known or is contained in a publicly available document; (b) is rightfully in Granicus'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 Granicus who can be shown to have had no access to the Confidential Information.

Granicus agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Granicus 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. Granicus 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, Granicus shall advise County immediately in the event Granicus 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 Granicus will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Granicus against any such person. Granicus agrees that, except as directed by County, Granicus 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, Granicus will promptly turn over to County all documents, papers, and other matter in Granicus's possession which embody Confidential Information.

Granicus 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. Granicus 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.

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

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

24. **Insurance.**

- A. Prior to commencement of the Services, Granicus shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide

that such insurance shall not be canceled, except on 30 days' prior written notice to County. Granicus shall provide certified copies of insurance endorsements and/or policies if requested by County. Granicus shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Granicus shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Granicus shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Granicus warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Granicus shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.

- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Granicus.
25. **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.
26. **Remote Access.** As applicable, if Granicus requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of the Services, except as otherwise agreed by the parties and approved by the Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Granicus is granted remote access to County Systems:
- (A). Granicus 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 Director of Information Technology and Chief Information Officer.
 - (B). Granicus will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Granicus will not access County Systems via unauthorized methods.
 - (C). Granicus'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 Granicus to provide Services to County pursuant to this Agreement.
 - (E). Granicus will allow only its Workforce approved in advance by County to access County Systems. Granicus will promptly notify County whenever an individual member of Granicus's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Granicus will keep a log of access when its Workforce remotely accesses County Systems. Granicus 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 Granicus's Workforce is provided with remote access to County Systems, then Granicus'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 Granicus to comply with this Section may result in Granicus and/or Granicus'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 Granicus, is under the direct control of Granicus, whether or not they are paid by Granicus 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

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie

Information Technology Department

GRANICUS LLC

DocuSigned by:

Alex Bern

0F7DAA9D3DAD473...

Authorized Agent – Signature

Alex Bern

Authorized Agent- Printed Name

Contracts Manager

Title

5/3/2024

Date

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: Granicus' Order Form (Order # Q-347913)

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ADDENDUM TO GRANICUS LLC'S AGREEMENT

OnBase Contract #24-IT-100648

Exhibit A



THIS IS NOT AN INVOICE

Order Form
Prepared for
Fort Bend County TX

Procurement Vehicle: TIPS 220105 In Support of: Fort Bend County TX

ORDER DETAILS

Prepared By:	Michelle Cooper
Phone:	(817) 659-3047
Email:	michelle.cooper@granicus.com
Order #:	Q-347913
Prepared On:	29 Apr 2024
Expires On:	18 Jun 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 36 months.



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Election- Cameras Setup (drop-ceiling)	Upon Delivery	2 Each	\$10,563.44
Election- Cameras System (drop-ceiling)	Upon Delivery	1 Each	\$21,126.86
Swagit Cloud Video Bridge	Upon Delivery	1 Each	\$2,970.65
Swagit Cloud Video Bridge	Upon Delivery	1 Each	\$2,970.65
SUBTOTAL:			\$37,631.60

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
24/7 Live Stream (includes support)	Annual	1 Each	\$5,211.23
Election-Swagit Cloud Camera Streaming Subscription (per camera)	Annual	2 Each	\$9,600.00
Election-Swagit Cloud Camera Support Subscription (per camera)	Annual	2 Each	\$6,000.00
SUBTOTAL:			\$20,811.23



FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
24/7 Live Stream (includes support)	\$5,576.02	\$5,966.34
Election-Swagit Cloud Camera Streaming Subscription (per camera)	\$10,272.00	\$10,991.04
Election-Swagit Cloud Camera Support Subscription (per camera)	\$6,420.00	\$6,869.40
SUBTOTAL:	\$22,268.02	\$23,826.78



PRODUCT DESCRIPTIONS

Solution	Description
Election- Cameras Setup (drop-ceiling)	1 Camera Election Camera System. Equipment, Software and Installation.
Election- Cameras System (drop-ceiling)	4 camera Election Camera System. Equipment and Software. Installation in a drop ceiling environment.
Swagit Cloud Video Bridge	Remote Setup, Configuration and Training for Election Camera Systems (per site).
Swagit Cloud Video Bridge	Remote Setup, Configuration and Training for Election Camera Systems (per site).
24/7 Live Stream (includes support)	24/7 Live Stream Distribution
Election-Swagit Cloud Camera Streaming Subscription (per camera)	Swagit Cloud Camera Subscription 22 Month Cloud Recording (per camera).
Election-Swagit Cloud Camera Support Subscription (per camera)	Annual Support for Swagit Cloud Camera Subscription 22 Month Cloud Recording (per camera).



TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-347913 dated 29 Apr 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Fort Bend County TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-347913 dated 29 Apr 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	