

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 SHI 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 SHI 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.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, SHI verifies SHI does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.252 Acknowledgment: By signature below, SHI represents pursuant to § 2252.152 of the Texas Government Code, that SHI is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, SHI 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.** SHI may use County's name without County's prior written consent only in any SHI'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 the Quotation Number 23830026, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract Number DIR-TSO-4317, then the terms and conditions of DIR Contract Number DIR-TSO-4317 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.
17. **Compliance with Laws.** SHI 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, SHI shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

18. **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.

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

SHI GOVERNMENT SOLUTIONS, INC.

KP George, County Judge

DocuSigned by:
Michael Drecolias

5C6926B62F5D48A...
Authorized Agent – Signature

Date

Michael Drecolias
Authorized Agent- Printed Name

ATTEST:

Sr. Lead Contract Specialist
Title

Laura Richard, County Clerk

8/29/2024
Date

REVIEWED:

Robyn Douglas

Information Technology Office

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: SHI's Quotation Number 25028710

Exhibit A



Pricing Proposal
 Quotation#: 25028710
 Created On: 6/28/2024
 Valid Until: 10/15/2024

TX-County of Fort Bend

Inside Account Manager

Mark Mestayer

301 Jackson Street
 Richmond, TX 77469-3108
 United States
 Phone:
 Fax:
 Email: mark.mestayer@fortbendcountytexas.gov

Richard Lettiere

3828 Pecana Trail
 Austin, TX 78749
 Phone: 800-870-6079
 Fax: 512-732-0232
 Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USO)

| Product | Qty | Retail | Your Price | Total |
|---|-----|------------|------------|------------|
| SolarWinds Network Configuration Manager DL500 (up to 500 nodes)-Annual Maintenance Renewal SolarWinds - Part#: 8240029 Contract Name: Software/ Services Contract#: DIR-TS0-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | | \$2,570.00 | \$2,343.02 | \$2,343.02 |
| 2 SolarWinds VoIP and Network Quality Manager IP SLA 50, IP Phone 3000 (up to 50 IP SLA source devices, 3000 IP phones)-Annual Maintenance Renewal SolarWinds - Part#: 8240018 Contract Name: Software/ Services Contract#: DIR-TS0-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | 2 | \$2,314.00 | \$2,109.63 | \$2,109.63 |
| 3 SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SLX-Annual Maintenance Renewal SolarWinds - Part#: 8240042 Contract Name: Software/ Services Contract#: DIR-TS0-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | 3 | \$4,986.00 | \$4,545.64 | \$4,545.64 |
| 4 SolarWinds Network Performance Monitor SLX (unlimited elements-Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - Part#: 8240037 Contract Name: Software/ Services Contract#: DIR-TS0-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | 4 | \$8,730.00 | \$7,958.98 | \$7,958.98 |
| 5 SolarWinds Database Performance Analyzer per SQL Server, MySQL, Oracle SE, or PostgreSQL Instance (5 to 9 instances)-Annual Maintenance Renewal SolarWinds - Part#: 8240794 Contract Name: Software/ Services | 7 | \$572.00 | \$521.48 | \$3,650.36 |

Contract#: DIR-TSO-4317

Serial #: SW309584

Coverage Term: 10/31/2024 - 10/31/2025

| | | | | | |
|----|--|----|-------------|------------|-------------|
| 6 | SolarWinds Dameware Remote Everywhere (16-25 Concurrent Users) - Annual Subscription Renewal SolarWinds - Part#: 12140 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | 24 | \$507.00 | \$462.22 | \$11,093.28 |
| 7 | SolarWinds User Device Tracker UT25000 (up to 25000 ports)-Annual Maintenance Renewal SolarWinds - Part#: 8240227 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024-10/31/2025 | | \$2,916.00 | \$2,658.47 | \$2,658.47 |
| 8 | SolarWinds IP Address Manager IPX (unlimited IPs)-Annual Maintenance Renewal SolarWinds - Part#: 8240024 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | | \$4,847.00 | \$4,418.92 | \$4,418.92 |
| 9 | SolarWinds Network Topology Mapper-Annual Maintenance Renewal SolarWinds - Part#: 8240877 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | | \$520.00 | \$474.08 | \$474.08 |
| 10 | SolarWinds Server & Application Monitor ALX (unlimited monitors-Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - Part#: 8240051 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | | \$10,427.00 | \$9,506.10 | \$9,506.10 |
| 11 | SolarWinds Engineer's Toolset Per Seat License-Annual Maintenance Renewal SolarWinds - Part#: 8240012 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | | \$573.00 | \$522.39 | \$522.39 |
| 12 | SolarWinds Engineer's Toolset Per Seat License-Annual Maintenance Renewal SolarWinds - Part#: 8240012 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025 | | \$573.00 | \$522.39 | \$522.39 |
| 13 | SolarWinds Engineer's Toolset Per Seat License-Annual Maintenance Renewal SolarWinds - Part#: 8240012 | | \$573.00 | \$522.39 | \$522.39 |

Contract Name: Software/ Services

Contract#: DIR-TSO-4317

Serial #: SW309584

Coverage Term: 10/31/2024 - 10/31/2025

| | |
|----------|-------------|
| Subtotal | \$50,325.65 |
| Shipping | \$0.00 |
| Total | \$50,325.65 |

Additional Comments

Solarwinds has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.