STATE OF TEXAS § 

§

COUNTY OF FORT BEND §

### AMENDMENT TO ADDENDUM TO SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION'S AGREEMENT

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and System Innovators, a division of N. Harris Computer Corporation, ("Harris"), a company authorized to conduct business in the State of Texas (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties previously entered into the Addendum to System Innovators, a division of N. Harris Computer Corporation's Agreement, on or about May 26, 2020 (the "Agreement"), attached hereto as Exhibit"A-1" and incorporated fully by reference for all purpose, for the purchase of a license to use Harris' software and related software services (collectively the "Services");

WHEREAS, Harris is the sole source provider of the Services, as indicated by Harris' Letter, dated November 20, 2024, attached hereto as Exhibit "B-1" and incorporated fully by reference for all purposes; and

NOW, THEREFORE, County and Harris desire to amend said Agreement as set forth below:

I.      Amendments

1. **Scope of Services**. Harris shall continue to provide Services to County as described in Harris' Invoice, dated October 16, 2024, attached as Exhibit "C-1" and incorporated fully by reference.

2. **Term**. This Agreement shall renew and this Amendment is effective as of January 1, 2025, and shall expire no later than December 31, 2025, unless terminated sooner pursuant to this Agreement. Neither the Agreement nor this Amendment shall automatically renew, but may renew upon written agreement of the Parties.

3. **Limit of Appropriation**. Harris' fees shall be calculated at the rates set forth in the attached Exhibit C-1. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit C-1 is $58,303.15. In no case shall the amount paid by County under this Amendment exceed this Maximum Compensation without an approved change order. Harris clearly understands and agrees, such understanding and agreement being of the absolute essence of this Amendment, that County shall have available the total maximum sum of $58,303.15, specifically allocated to fully discharge any and all liabilities County may incur. Harris does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum

compensation that Harris may become entitled to and the total maximum sum that County may become liable to pay to Harris shall not under any conditions, circumstances, or interpretations thereof exceed $58,303.15.

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, Harris hereby verifies that Harris 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, Harris 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, Harris 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, Harris 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. **Remote Access**.  As applicable, if Harris requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Harris' Services, except as otherwise agreed by the Parties and approved by the County's Director of Information Technology and Chief Information Officer, the below requirements must be met before Harris is granted remote access to County Systems:

a. Harris 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. Harris will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Harris will not access County Systems via unauthorized methods.

c. Harris'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 Harris to provide product and/or services to County pursuant to this Agreement.

e. Harris will allow only its Workforce approved in advance by County to access County Systems. Harris will promptly notify County whenever an individual member of Harris's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Harris will keep a log of access when its Workforce remotely accesses County Systems. Harris 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 Harris's Workforce is provided with remote access to County Systems, then Harris'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 Harris to comply with this Section may result in Harris and/or Harris'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 Harris, is under the direct control of Harris, whether or not they are paid by Harris 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).

6. **Modifications**. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

7. **Conflict**. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

8. **Understanding, Fair Construction.** By execution of this Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

9. **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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Amendment 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 Amendment 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**

**SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION**

Jeffrey Sumner _Digitally signed by Jeffrey Sumner Date: 2024.12.20 10:30:08 -05'00'_

_____

KP George, County Judge

_____
Authorized Agent – Signature

_____

___Jeffrey Sumner___

Date

Authorized Agent- Printed Name

___Executive Vice President___

ATTEST:

Title

___December 20, 2024___

_____

Laura Richard, County Clerk

Date

REVIEWED:

_Robyn Doughtie_

_____

Information Technology Department

### AUDITOR'S CERTIFICATE

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

_____
Robert Ed Sturdivant, County Auditor

Exhibit A-1: Addendum to System Innovators, a division of N. Harris Computer Corporation's Agreement, previously executed by the Parties on or about May 26, 2020;
Exhibit B-1: Harris' Sole Source Letter, dated November 20, 2024; and
Exhibit C-1: Harris' Invoice, dated October 16, 2024.

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AMENDMENT TO ADDENDUM TO SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION'S AGREEMENT
CONTRACT #20-IT-100763-A1
5

# EXHIBIT A-1

| STATE OF TEXAS | § | 32E |
|---|---|---|
| | § | |
| COUNTY OF FORT BEND | § | |

### ADDENDUM TO SYSTEM INNOVATORS,
### A DIVISION OF N. HARRIS COMPUTER CORPORATION'S AGREEMENT

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 System Innovators, a division of N. Harris Computer Corporation, ("Harris"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Harris' Software License Agreement; Software Implementation Services Agreement; and Support and Maintenance Agreement (collectively referred to as the "Agreement"), attached hereto as Exhibit "1" and incorporated by reference, for the purchase of a license to use Harris' software and related software services (collectively the "Services"); and

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

1. **Term**. The Agreement will be effective upon execution by both parties and will expire on December 31, 2024, 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.

2. **Scope of Services.** Harris will render services to County as described in the Agreement, subject to this Addendum.

   When performing Services on–site at the County, Harris shall comply with, and ensure that all Harris personnel comply with, all rules, regulations and policies of County that are communicated to Harris 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.

3. **Payment; Non-appropriation; Taxes.**
   3.1 Harris' fees shall be calculated at the rates set forth in the Agreement. The Maximum Compensation for the performance of Services within the Scope of Services described in the Agreement is Two Hundred Thirty-Eight Thousand, Five Hundred Seventy-Three and 36/100 dollars ($238,573.36). The first year's Annual Support and Maintenance Fee will be pro-rated.

   3.2 In no case shall the amount paid by County under this Agreement or the rates for Services as described in the Agreement exceed the Maximum Compensation without an approved change order.

3.3 All performance of the Scope of Services by Harris 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.

3.4 County will pay Harris based on the following procedures:

(a) Upon completion of the Services identified in the Scope of Work, Harris shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County to the following address:

Fort Bend County Auditor
c/o Accounts Payable
301 Jackson, Suite 701
Richmond, Texas 77469
Email: auditor@fortbendcountytx.gov
Fax: 281-341-3774

(b) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by Contractor, County shall notify Harris no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE.

3.5 County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes, and does not agree to pay any taxes pursuant to this Agreement.

3.6 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.

3.7 Harris' License fee is subject to an adjustment based upon the Annual Receipt Volume, as described in the Software License Agreement.

3.8 Travel and Expenses. All travel expenses incurred by Harris or Harris' subcontractors arising from the performance of Services under the Agreement shall be paid by County, only in accordance with County's Travel Policy. Receipts evidencing travel related expenditures made by Harris or Harris' subcontractors shall be submitted to the County Auditor's Office as provided by subsection 3.4(b). A copy of the County's Travel Policy is attached as Exhibit "2", and incorporated by reference.

3.9 Unless approved in advance by County, the County does not agree to reimburse Harris for any Billable Fees pursuant to the Support and Maintenance Agreement.

4. **Public Information Act.** Harris 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 Harris 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 are not proprietary or confidential information.

5. **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 Harris for any reason are hereby deleted.

6. **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 Harris in any way associated with the Agreement.

7. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.

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. <u>Agreement to Not Boycott Israel Chapter 2271 Texas Government Code</u>: By signature below, Harris verifies Harris does not boycott Israel and will not boycott Israel during the term of this Agreement.
   b. <u>Texas Government Code § 2252.252 Acknowledgment</u>: By signature below, Harris represents pursuant to § 2252.152 of the Texas Government Code, that Harris 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, HARRIS 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**. Harris may use County's name without County's prior written consent only in any Harris's customer lists, any other use must be approved in advance by County.

12. **Product Assurance.** Harris represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Harris to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Harris will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Harris's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Harris's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.

13. **Performance Warranty.** Harris warrants to County that Harris has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Harris 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.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.

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. **Inspection of Books and Records**. Harris will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Harris for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

17. **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.

18. **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.

19. **County Data**.  Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

20. **Notices**.

    20.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

    20.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

    | | |
    |---|---|
    | Fort Bend County: | Fort Bend County Information Technology |
    | | Attn:  Information Technology Director |
    | | 301 Jackson Street |
    | | Richmond, Texas 77469 |
    | | |
    | Copy to: | Fort Bend County |
    | | Attn:  County Judge |
    | | 401 Jackson Street, 1st Floor |
    | | Richmond, Texas 77469 |
    | | |
    | Harris: | N. HARRIS COMPUTER CORPORATION |
    | | Attn: CEO |
    | | 1 Antares Drive, Suite 400 |
    | | Ottawa, Ontario K2E 8C4 |

    20.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 20.1 and 20.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
    A.  If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
    B.  If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

21. **Ownership and Reuse of Documents**. All documents, data, reports, research, graphic presentation materials, etc., developed by Harris 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. Harris shall promptly furnish all such data and material to County on request.

22. **Personnel.** Harris 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 Harris 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 Harris shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Harris or agent of Harris who, in the opinion of County, is incompetent or by his conduct becomes detrimental to proving Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

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

24. **Confidential Information.** Harris 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 Harris 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 Harris 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 Harris) publicly known or is contained in a publicly available document; (b) is rightfully in Harris' 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 Harris who can be shown to have had no access to the Confidential Information.

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

Harris 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. Harris 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.

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

25. **Termination**.

    25.1 Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    (a). If Harris fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
    (b). If Harris materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

    25.2 Upon termination of this Agreement, County shall compensate Harris in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County, and no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Harris. Harris' final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

25.3 In compliance with Article XI, § 7 of the Texas Constitution, the County may terminate the Agreement without penalty if the County delivers written notice of termination to Harris no less than thirty (30) days prior to expiration of the County's then current fiscal year. The notice must certify that the County Commissioners for Fort Bend County, Texas have been unable to obtain appropriate funds for payment of the subsequent fiscal year. The notice shall further certify that the Commissioners have used their best efforts to secure the appropriate funds. Upon delivery and acceptance of the above-described notice, the County shall be permitted to terminate the Agreement without penalty at the conclusion of the then current fiscal year. It is the express intent of the Parties that renewal of this Agreement shall be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts.

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

27. **Publicity**. Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Harris release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

28. **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.

29. **Insurance**. Prior to commencement of the Services under this Agreement, Harris 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. Harris shall provide certified copies of insurance endorsements and/or policies if requested by County. Harris 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. Harris shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/NHH 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:
    (a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

(b). 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.

(c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(d). Professional Liability insurance with limits not less than $1,000,000.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Harris shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, Harris 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 two years beginning from the time that work under the Agreement is completed.

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**

_County Judge KP George_

KP George
County Judge

ś ÀŘŜ ÀŘŖ ŘŖ

Date

Reviewed as to Content:

Information Technology Department

**SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION**

Authorized Agent - Signature

Terry Bechtel

Authorized Agent- Printed Name

Vice President, Operations

Title

May 13, 2020

Date

9

## AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $  238,573.36       are available to pay the obligation of Fort Bend County within the foregoing Agreement.

FFFFF FFFFFFFFFFFFFFFFFFFFFFFFFFFFFFFFFFFF
Robert Ed Sturdivant, County Auditor


Exhibit 1:  Harris' Software License Agreement; Software Implementation Services Agreement; and Support and Maintenance Agreement

Exhibit 2: County's Travel Policy

# Exhibit 1

**SOFTWARE IMPLEMENTATION SERVICES AGREEMENT**

**THIS SOFTWARE IMPLEMENTATION AGREEMENT** made as of the 13th day of May , 2020 ("**Effective Date**").

**BETWEEN:**

> **N. HARRIS COMPUTER CORPORATION**
> ("**Harris**")
>
> - and -
>
> **[FORT BEND COUNTY, TEXAS]**
> ("**Organization**")

**RECITALS**

1. The Organization wishes to retain Harris to perform certain software implementation services as set out herein in respect of certain Harris software licensed by Organization pursuant to a Software License Agreement entered into between the parties on the same date as the Effective Date.

2. The Organization and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the software: a software license agreement and a support and maintenance agreement each dated the same date as the Effective Date (the "**Software License Agreement**" and "**Support and Maintenance Agreement**", respectively), and this Software Implementation Services Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

## ARTICLE I
## INTERPRETATION

**1.1** **Definitions**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement"** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.

(b) **"Change Order"** means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement.

(c) **"Completion of Services"** means that the Software is operational and performing in substantial conformity with the specifications set out herein and as set out in the acceptance testing criteria in the Statement of Work. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date on which the Organization commences using the Software in a production environment.

(d) **"Designated Computer System"** shall mean the Organization's platform and operating system environment which is specified in the Statement of Work for the installation and operation of the Software.

(e) **"Go-Live"** means the event occurring when the Organization first uses the Software as the Organization's predominant Software.

(f) **"Required Programs"** has the meaning set out in Schedule "A" of the Software License Agreement.

(g) "**Statement of Work**" means the statement of work appended hereto as Schedule "A" delineating, among other things, the Services that will be provided by Harris to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties' respective representatives from time to time in accordance with the terms of this Agreement.

(h) **"Services"** has the meaning set out in Section 2.1 hereof.

(i) "**Software**" shall mean the Harris software products listed in Schedule "A". The term "Software" excludes any third party software except where this Agreement explicitly states otherwise.

(j) "**Third Party Software**" shall mean the third party software product, if any, listed in Schedule "A".

(k) "**Update**" means a minor release of the Software which includes minor published modifications or enhancements to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

(l) **"Upgrade"** means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X.

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Terms not otherwise defined in this Agreement shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

**1.2**     **Schedules**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" -     Statement of Work
Schedule "B" -     Fee Structure & Payment Schedule
Schedule "C" -     Sample Form Change Order

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

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**ARTICLE II**
**CONSULTING SERVICES**

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**2.1**     **Harris's Services**

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization in accordance with the relevant Statement of Work:

(a)     Oversee and implement the conversion from the Organization's existing software applications to Harris's Software.

(b)     Install the Software and perform necessary installation and configuration operations.

(c)     Provide training.

> (i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.

> (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic

duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

(d) The Statement of Work describes in greater detail the Services, the method by which the Services shall be performed, any acceptance testing required by Organization, and other obligations on the part of the two parties. Despite the foregoing, any warranties or representations on the part of Harris in the Statement of Work are not binding on Harris and are merely provided for information purposes; the only warranties and representations provided by Harris in respect of the Services and this Agreement are found in Article III .

**2.2** **Performance by Harris**

(a) Harris's Discretion -- Harris shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of Organization's concerns. Organization acknowledges that Harris has expertise in providing the Services.

(b) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. Harris agrees, while working on the Organization's premises, that Harris and its personnel shall observe the Organization's rules and policies, administrative codes, and ethics codes relating to security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary and confidential information, so long as Harris is provided with such rules, policies, and codes in advance of Harris's and its personnel's attendance at Organization's premises.

(c) Independence -- As an independent consultant, Organization retains Harris on an independent contractor basis and not as an employee.

(d) Maintenance and Inspection -- Harris shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Harris shall allow a representative of Organization, no more than once in a calendar year, during normal business hours and with adequate notice, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless Harris is required to maintain such records pursuant to any law or regulation for a further period of time, after which Harris shall be permitted to destroy all such information.

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**2.3**      <u>**Performance by Organization**</u>

(a)      <u>Co-operation by Organization</u> -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services.

(b)      <u>Required Programs and Hardware</u> -- The Organization acknowledges that in order for Harris to supply the Services that the Required Programs shall be installed and operational prior to Harris beginning the Services. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to permit Harris to provide the Services. If the Organization has not properly installed the Required Programs and/or the hardware is of insufficient quality, condition and repair, Harris shall have the right to suspend the Services and the related scheduled time frames until Organization complies with the requirements of this Section 2.3(b) to Harris's reasonable satisfaction.

(c)      <u>Project Manager</u> -- The Organization shall appoint a project manager (the "**Project Manager**") who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process. The Project Manager's duties shall be delineated in the Statement of Work.

(d)      <u>Compliance</u> – The Organization shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Software, including without limitation those related to privacy, electronic communications and anti-spam legislation. Organization is responsible for ensuring that its configuration and use of the Software to store or process credit card data complies with applicable Payment Card Industry Data Security Standards ("**PCI DSS**") and The Fair and Accurate Credit Transactions Act ("**FACTA**") requirements and shall not store credit card and social security data in the system except in the designated encrypted fields for such data.

(e)      <u>Additional Organization Obligations</u>

         (i)      Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any Update or other fix or correction designated as "critical" by Harris shall be implemented by Organization within thirty (30) days of notification to the Organization by Harris of its availability.

         (ii)      Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris's request,

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additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.

(iii)    Organization shall allow the use of online diagnostics on the Software supplied by Harris to Organization, if required by Harris during problem diagnosis.  Organization shall provide to Harris, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).

(iv)    Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, acting reasonably, Organization agrees that such personnel will be trained by Harris or Organization within fifteen (15) days of determination. If Organization desires Harris to perform the required training then Harris shall be compensated in accordance with this Agreement.

(v)    Organization is solely responsible for the ongoing backup of all data. Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization acknowledges that Harris is not backing up any data under this Agreement and that any loss of data as a result of the Services is entirely an issue to be addressed by Organization and not Harris.

(vi)    Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vii)    Organization shall execute a form provided by Harris that states that the Services have achieved Go-Live status and/or Completion of Services. Where the Organization has not executed such a form and has provided no information as required under subsection (viii) (B) below, then the Organization is deemed to have executed such document and Go-Live and/or Completion of Services (as applicable) is deemed to have occurred on the date the form was first provided to Organization.

(viii)    Organization shall have the sole responsibility for:

(A)    the performance of any tests it deems necessary prior to the use of the Software;

(B)    providing information to Harris in respect of a form provided under subsection (vii) above where Organization disputes that the Services have achieved either Go-Live and/or Completion of Services. The information must be detailed enough to specifically document what functionality that is described in the Statement of Work has not been

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met, which acceptance tests' failures demonstrated that such functionality was not met, and the anticipated outcome from Organization regarding the acceptance test that was performed. Once any disputed issues are resolved to Harris's reasonable satisfaction, Organization shall be presented the applicable form again and shall execute such form within ten (10) days, the failure of which shall deem the form to have been executed on the date first provided to Organization. Organization agrees that a dispute can only relate to issues that is directly related to an acceptance test and is detailed in the Statement of Work;

(C)     assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods;

(D)     implementing proper procedures to assure the accuracy of any input and the reviewing of output, and implementing procedures to restart the Designated Computer System for recovery in the event of malfunction/error;

(E)     timely upgrade and keeping current all third party releases and/or software/hardware products and related license rights to meet the requirements of the Software; and

(F)     maintaining proper configuration settings of the Software to ensure use of the Software in compliance with applicable laws, including performing re-validation of configuration settings following the installation of any Updates or Upgrades.


## ARTICLE III
## REPRESENTATIONS AND WARRANTIES

**3.1      Warranty**

Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

Harris shall have no liability hereunder if the Organization has modified the Software in any manner without the prior written consent of Harris.


**3.2      No Other Warranties**

TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 3.1, THE SERVICES ARE PROVIDED TO THE ORGANIZATION "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR

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CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES, SOFTWARE AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE ORGANIZATION'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

## ARTICLE IV
## FEES AND PAYMENTS

**4.1**      <u>**Fees and Payments**</u>

(a)      The Organization agrees to pay Harris total fees as delineated in Schedule "B". The fee structure and payment schedule is outlined in the attached Schedule "B". The fees set out in this Agreement are exclusive of taxes. Organization agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property, sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris' net income).

(b)      The Organization shall reimburse Harris for (1) its direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of $75.00 per hour; (3) a per diem rate of $70.00 for week days and a $125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 4.1 (a). These fees and rates and those expenses that are reimbursable are specific to the first Statement of Work agreed to by the parties and thereafter the rates, fees, and applicable expenses shall be set separately for each then applicable Statement of Work as negotiated by the parties.

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(c)  During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Harris shall be due and payable upon receipt thereof by Organization.

(d)  In the event Organization fails to pay all or any portion of an invoice on or before thirty (30) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices and other ongoing fees, including any applicable late charges. Where the Services are suspended, all related scheduled time frames shall be suspended and extended as necessary.

(e)  Any fees based on a fixed price agreement are provided based on the Statement of Work in existence as of the Effective Date. Any delays that result from Organization's actions, inaction, or requests for modifications – whether incorporated into a Change Order or not – will affect the basis on which Harris provided the fixed price; and as such, Harris reserves the right to charge for additional time and expenses where the duration of the Statement of Work is extended as a result of Organization's actions, inaction, or requests for modifications.

## 4.2     Change Orders

With respect to any proposed changes to the Services defined by this Agreement, the parties will cooperate in good faith to negotiate to execute Change Orders in respect thereof, and will not  unreasonably withhold approval of such proposed changes. If either party causes or requests a  change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to  provide additional work hours, the other party may propose a change to cover the additional work  effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the  consideration paid, and timelines governing, the Services), and any disputes regarding changes  shall be handled initially by discussions between the parties which will be convened in good faith  by the parties to resolve any such matters in dispute. A sample change order is presented  in  Schedule "C".

### ARTICLE  V
### REMEDIES AND LIABILITY

## 5.1     Remedies and Liability

(a)  Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b)     The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement.  The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

    (i)     BOTH PARTIES AGREE THAT TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS AND ORGANIZATION'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID BY ORGANIZATION TO HARRIS PURSUANT TO THE RELEVANT STATEMENT OF WORK.

    (ii)    IN ADDITION TO THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS BE LIABLE TO ORGANIZATION FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR AGGRAVATED DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, COSTS OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, OR LOSS OF BUSINESS OPPORTUNITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

    (iii)   CLAUSES (a) AND (b) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND, ACTION, OR PROCEEDING HOWSOEVER ARISING BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY, EVEN IF HARRIS HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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**5.2      Allocation of Risk**

The parties agree that the limited warranties, disclaimers and limitation of liability as set out in in this Agreement are fundamental elements of the basis of bargain between Harris and Organization and set forth an allocation of risk reflected in the fees and payments hereunder.

**5.3      Remedies**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of Harris arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

**ARTICLE VI
GENERAL**

**6.1      Force Majeure**

Except for Organization's failure to make any payments owing under this Agreement when due, neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer, or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

**6.2      Confidentiality**

The parties each acknowledge that each party may receive Confidential Information from the other party or otherwise in connection with this Agreement.  Each of the parties agree:

   (i)      to maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;

   (ii)     not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;

   (iii)    not to disclose or release such Confidential Information except to the extent required by application law or during the courses of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give

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reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;

(iv) not to disclose or release the Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and

(v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that employees and third persons under the direction or control or in any contractual privity with the receiving party, who have access to Confidential Information do not disclose or use, directly or indirectly, the Confidential Information for any purpose other than for performing obligations or exercising rights of the receiving party under this Agreement, without first obtaining the written consent of the disclosing party.

**6.3** **<u>Cancellation and Termination</u>**

(a) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris's then current schedule permits. Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon Harris arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by Harris, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because the Organization was not adequately prepared, Harris will provide a Change Order to the Organization for the additional Services.

(b) This Agreement shall commence on the Effective Date and shall expire upon the Completion of Services. The parties may at any time revive this Agreement upon mutual written agreement so that it may be used in relation to a new Statement of Work.

(c) If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Harris fails

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to (i) issue a notice disputing the alleged default within such thirty (30) day period; or (ii) correct the default within ninety (90) days following receipt of the Default Notice, effective upon written notice to Harris the Organization may terminate the whole of this Agreement or the applicable Statement of Work and in such case the Organization will be responsible for payment to Harris of only that part of the fee earned by Harris for those Services performed up to the time of communication of such notice of termination to Harris.

(d)     If the Organization should fail to comply with its obligations under this Agreement, Harris must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to Harris, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to (i) issue a notice disputing the alleged default within such thirty (30) day period; or (ii) correct the default within ninety (90) days following receipt of the Default Notice, Harris may terminate the whole of this Agreement effective upon written notice to Organization and in such case the Organization will be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

(e)     If Organization has failed to pay the fees or other amounts due in accordance with Article 4.2 then Harris shall have the right to terminate this Agreement effective immediately upon written notice to Organization to that effect.

(f)     Notwithstanding any other provision of this Agreement, if the Organization breaches (i) any intellectual property right of Harris; or (ii) its confidentiality obligations under Section 6.2, then Harris shall have the right to terminate this Agreement effective immediately upon written notice to Organization to that effect and the license rights granted herein shall immediately terminate.

(g)     Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(h)     The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party in either the Support and Maintenance Agreement or the Software License Agreement.  This Agreement shall automatically terminate in the event that the

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Software License Agreement or the Support and Maintenance Agreement is terminated or expires.

**6.4**      **<u>Mediation</u>**

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

**6.5**      **<u>Addresses for Notice</u>**

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

      N. HARRIS COMPUTER CORPORATION
      1 Antares Drive, Suite 400
      Ottawa, Ontario  K2E 8C4
      Attention:    CEO
      Telephone:    613-226-5511, extension 2149

      and in the case of the Organization, to:

      **XXX**
      XXX
      XXX, XX, XXXXX
      Attention:    XXX
      Telephone:    XX-XXX-XXXX

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Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.5.

**6.6**  **Assignment**

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

**6.7**  **Reorganizations**

The Organization acknowledges that where a "Reorganization" occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions.

**6.8**  **Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. However, the parties agree that two other agreements are being entered into concurrently with this Agreement which are in addition to any of the third party agreements detailed herein.  These two other agreements are the Support and Maintenance Agreement and the Software License Agreement, each of which are separate agreements and are binding in their own right and upon their own terms. The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by Harris, with such provisions being deemed deleted.

**6.9**  **Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

**6.10**  **Governing Law**

This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement excludes the Uniform Commercial Code and

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the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG and any legislation implementing such Convention), if otherwise applicable.

**6.11**      **Trial by Jury**

Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

**6.12**      **Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

**6.13**      **Waiver**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**6.14**      **Counterparts**

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**6.15**      **Survival**

Article 1, Section 3.2, Section 4.1 and Articles V and VI and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder shall survive the termination and/or expiration of this Agreement.

**6.16**      **Competitive Bid**

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Harris. Organization agrees that Harris may disclose all or any portion of this Agreement to any of its current or prospective customers.

**6.17**      **Further Assurances**

Exhibit 1

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

**6.18** **Currency**

All amounts specified in this Agreement shall be in United States currency.

**6.19** **Relationship**

The parties are and shall at all times remain, independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

**6.20** **Equitable Relief**

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to, or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Organization.

**6.21** **Language**

The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only. Les parties aux preséntes confirment que c'est leur volonté que la présente convention de PᶠPH que tous les documents, y compris les avis, s'y rattachant, soient rédigés en Anglais seulement.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Software Implementation Services Agreement to be effective as of the Effective Date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name:  Terry Bechtel

Title:  Vice President, Operations

Exhibit 1

_____

**[FORT BEND COUNTY, TEXAS]**

Per: _KP George_
County Judge KP George
_____

Name:

Title:

&RXQW\ -XGJH
_____

Exhibit 1

<div align="center">

**Schedule "A"**
**<u>Statement of Work</u>**

**Defined in future Additional Services or Change Order.**

</div>

Exhibit 1

**Schedule "B"**
**Fee Structure and Payment Schedule**

**Professional Services Rate Card**

| Professional Services Rates | Hourly Rate |
|---|---|
| Project Manager | $220.00 |
| Developer | $220.00 |
| Business Analyst | $180.00 |
| Trainer | $180.00 |
| DBA / System Engineer | $180.00 |

Exhibit 1

**Change Order**

| (a) | Contact & General Information |
|---|---|

**Client** _____ **Date**

**Client** _____

**Contact** _____ **Software Application** _____

**Client Email** _____ _____

| (b) (c) | Description of Work |
|---|---|

_____

**Attachments:** ☐

_____

| (d) | Client Approval |
|---|---|

| 000 | | $0.00 |
|---|---|---|
| **Chargeable Hours** | **Rate** | **Amount** |

| 000 | 000 |
|---|---|
| **Non-Chargeable Hours** | **Total Hours** |

_____ _____
**Client Signature** **Date**

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

| (e) | Internal Use Only |
|---|---|

| Customer # | Application # | Originated by # | PO# | 0000000 |
|---|---|---|---|---|
| _____ | _____ | _____ | _____ |

Exhibit 1

<center>**SOFTWARE LICENSE AGREEMENT**</center>

**THIS SOFTWARE LICENSE AGREEMENT** made as of the 13th day of    May    ,
  2020    ("**Effective Date**").

**BETWEEN:**

<center>**N. HARRIS COMPUTER CORPORATION**
("**Harris**")</center>

<center>- and -</center>

<center>**[FORT BEND COUNTY, TEXAS]**
("**Organization**")</center>

**RECITALS**

1.      Harris wishes to grant the Organization a license to utilize the Software;

2.      The Organization wishes to acquire a license to utilize the Software.

3.      The Organization and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the Software: this Software License Agreement, a support and maintenance agreement (the "**Support and Maintenance Agreement**") and a software implementation services agreement (the "**Software Implementation Services Agreement**"), each dated the same date as the Effective Date.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

<center>Article I.
**INTERPRETATION**</center>

**Section 1.01    Definitions**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.

<center>- 1 -</center>

(b) "**Annual Receipt Volume**" means the total number of Receipts paid for by Organization for the current Annual Support Term.

(c) "**Annual Support Term**" means the annual term of maintenance and support services as set out in the Support and Maintenance Agreement.

(d) "**Completion of Services**" shall have the definition ascribed to it in the Software Implementation Services Agreement.

(e) **"Confidential Information"** means the Software and all information or material that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic or electronic form, which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction. Organization's customers and their information is not considered to be Confidential Information.

(f) **"Designated Computer System"** shall mean one (1) production environment, up to three (3) test environments (non-production), and up to one (1) of each of the following additional non-production environments: disaster recovery, disaster testing, archival, and backup (each of which may only be accessed for the related purposes and for only so long as the related purpose requires) owned or controlled by the Organization.

(g) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

(h) **"End User"** means a customer of Organization to whom Organization will provide access to the interface portion of the Software and whose use of the Software is for its own account and not for another commercial purpose.

(i) **"License"** means the license rights granted to the Organization pursuant to Section 2.01 hereof.

(j) "**Receipt(s)**" means each bill or invoice issued by Organization that has been paid by a customer of Organization and is recorded or stored in the Software during the Annual Support Term.

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(k)  **"Release"** means an Update and an Upgrade.

(l)  **"Required Programs" and "Required Hardware"** have the meaning set out in Section 3.04.

(m) "**Site**" means solely at the production environment described in Schedule "A" and at an unlimited number of non-production environments.

(n)  **"Software"** means the software products that are listed in Schedule "A" and includes any Update(s) or Upgrade(s) that have been provided to Organization pursuant to the Support and Maintenance Agreement that has been entered into between Harris and the Organization. Third Party Software is not included in the definition of Software except where this Agreement explicitly states otherwise.

(o)  "**Subcontractor**" means a third party with which Harris has an agreement to provide certain Services related to its resale of Third Party Software. The Subcontractors as of the Effective Date are those listed in subsection 4.4 of the Software Implementation Services Agreement.

(p)  **"System Software"** means third party software that is provided by a third party and which is provided to Organization on hardware as further described in Schedule "D".

(q)  **"Third Party Software"** means the third party software product that is provided by Subcontractor as delineated in Schedule "C". All licenses related to Third Party Software shall be between Organization and the Third Party Software licensor even though Harris may invoice and collect the licensing fees on the Subcontractor's and Third Party Software licensor's behalf. Future Releases of the Software may require alternate third party software to be licensed by Organization, which will be subject to a third party license agreement between Organization and the relevant third party software licensor. In such case Schedule "C" shall be amended in accordance with Section 6.08 to add any such third party software and it shall be deemed "Third Party Software" for the purposes of this Agreement.

 (r) **"Update"** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

(s)  **"Upgrade"** means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software.  An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X.

(t)  **"User"** means any employee of Organization or any of Organization's agents who have been authorized by Organization, in advance of the agents' access to the Software, pursuant to the terms of this Agreement to have access to the Software.

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**Section 1.02    Currency**

Unless otherwise specified, all references to amounts of money in this Agreement and the related Schedules refer to U.S. currency.

**Section 1.03    Schedules**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A"  -    Description of Software
Schedule "B" -    License Fees & Payment Schedule
Schedule "C" -    Third Party Software License and Third Party Software Terms
Schedule "D" -    System Software

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

Article II.
**SOFTWARE LICENSES**

**Section 2.01    Grant of Licenses**

(a) Subject to the terms and conditions of this Agreement including without limitation the payment of the License Fees (as defined in Section 4.01) and all applicable fees under the Support and Maintenance Agreement, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to:

 (i) use the Documentation and the Software in object code format on the Designated Computer System at the Site solely for the Annual Receipt Volume solely for the purposes set out in Section 2.01(b).

 (ii) copy: (A) the Software for use at the Site on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization's facility incorporating the Designated Computer System; and (B) the Documentation, provided that Organization must reproduce any copyright or other notice marked on any part of the Software and Documentation on all authorized copies and must not alter or remove any such copyright or other notice. To the extent that any temporary files associated with the Software are created on any computer terminal used by Users to access the Designated Computer System, those temporary files are permitted but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris.

(b) The Organization may: (i) use the Software solely for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing,

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training, archival and backup as the Organization deems necessary, and (ii) modify the Documentation solely for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long assuch independent contractors are bound by obligations of confidentiality at least as protective of Harris' Confidential Information, and terms and conditions at least as protective of Harris' rights in and to the Software, as the terms and conditions of this Agreement. The Organization shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

(c) The license rights granted in this Section 2.01 do not include the right to use any Third Party Software.

(d) The license rights granted in this Section 2.01 is subject to the Organization continuing to have the Support and Maintenance Agreement in effect and having paid all Support Fees as required under the Support and Maintenance Agreement.

## Section 2.02    Term

This Agreement commences on the Effective Date and shall continue to be in force unless terminated pursuant to the terms hereof (the "**Term**").

## Section 2.03    Restrictions on Use

(a) Without limiting the generality of Section 2.01 and in addition to the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software or merge all or any part of the Software with another program; (iv) rent, lease, lend, distribute, transfer, assign or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement.

(b) The Organization shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its configuration and use of the Software, including without limitation those related to privacy, electronic communications and anti-spam legislation. Organization is solely responsible for ensuring that its configuration and use of the Software to store or process credit card data complies with applicable Payment Card Industry Data Security Standards ("PCI DSS") and The Fair and Accurate Credit Transactions Act ("FACTA") requirements and shall not store credit card and social security data in the system except in the designated encrypted fields for such data. Organization is solely responsible for re-validating the configuration settings used

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with the Software following the installation of any Updates or Upgrades prior to using such Update or Upgrade in a production environment.

**Section 2.04** <u>**Ownership of Software**</u>

(a) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

(b) Organization acknowledges and agrees that Harris is and shall remain the sole and exclusive owner of the Software, including without limitation any and all proprietary rights under (a) patent law; (b) copyright law; (c) trade-mark law; (e) design patent or industrial design law; or (d) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how. Organization shall report to Harris any infringement or misappropriation of Harris' rights in the Software of which Organization becomes aware.

(c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the Organization is complying with its obligations (including those related to volume of generated receipts by Organization in terms of calculating the License fee), Organization shall permit Harris to:

    (i) visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software with reasonable notice and no more than once in any twelve (12) month period, unless the Organization has been found during a previous audit to not have adhered to the License obligations in this Article II or to have reported an up to date volume of generated receipts. Harris shall provide Organization with reasonable notice of any such audit;

    (ii) remotely connect with the Designated Computer System and obtain data that either permits Harris to determine the volume of receipts generated using the Software or whether Organization is complying with the terms of the License and otherwise perform telemetry to determine Organization's compliance with the terms of this Agreement; and

    (iii) to obtain aggregate data for Harris's internal use or for Software and other product enhancements.

As a partial consideration for the license and net fees charged to Customer, Customer agrees that, upon execution of the Agreement, Customer will – upon Harris's request - participate in a joint release with Harris regarding the Agreement which shall not be released prior to obtaining written approval from Customer; and thereafter, Customer will allow Harris to use it as a reference account for marketing purposes, including (i) allowing

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Harris to reference Customer on its reference account customer lists in print and on its website; (ii) providing quotes for Harris's press releases and website, subject to Customer's prior review and approval of text; and (iii) participating in one phone interview for the development of a webinar.

**Section 2.05   Third Party Software**

(a)   Harris shall distribute to Organization the Third Party Software which is described as Third Party Software in Schedule "C" and which may also be referenced as being "Purchased Software" throughout the schedules. Organization shall pay Harris for the Third Party Software in the amount of the purchase price(s) listed on Schedule "B". Harris and/or the Third Party Software manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the Third Party Software.

(b)   It is acknowledged by the parties hereto that the Third Party Software provided by Harris to Organization pursuant to this Agreement was developed and delivered to Harris by one or more third party software companies. As such, the Third Party Software is licensed to Organization by the applicable licensor listed in Schedule "A" and subject to the terms and conditions of the applicable license agreement for such Third Party Software. Harris makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and Harris accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Organization has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement may expressly state otherwise.

(c)   Organization acknowledges that its interest in the Third Party Software shall be in the nature of a license or sublicense with one or more of the Third Party Software licensors which may: (i) require Organization to enter into one or more separate end user license agreements with such Third Party Software licensors, and/or (ii) place restrictions on Organization's use of the Third Party Software. Concurrently with the execution of this Agreement, the Organization shall execute the end user license agreements for the Third Party Software attached hereto as Schedule "C". The Organization acknowledges that all remedies available to the Organization in relation to the Third Party Software are provided only by the Third Party Software licensor in the end user license agreement.

The parties agree that although the Support and Maintenance Agreement may contain estimated prices for the annual maintenance of the Third Party Software, any maintenance of the Third Party Software shall be provided solely by the Third Party Software licensors through separate agreements between Organization and such Third Party Software licensors. In no event shall Harris be responsible for such Third Party Software maintenance except where the Third Party Software license may expressly state otherwise.

**Section 2.06   System Software**

(a)   This Section 2.06 shall only be applicable in the event any System Software is listed on Schedule "D" and/or is included with the purchase of any hardware.

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(b) Harris shall distribute to Organization the System Software, and Organization shall pay Harris for the System Software in the amount of the purchase price(s) listed on Schedule "B" and/or which may be included in the purchase price of the hardware. Upon delivery of the System Software to Organization, Harris shall invoice Organization for the System Software (unless the price of the System Software is included in the price of the hardware), and Organization shall pay for the same within thirty (30) days. Delivery of the System Software shall be deemed to have occurred: (i) on the date for which Harris delivers hardware to Organization with the System Software installed thereon, F.O.B. point of destination, provided that Organization shall pay the shipping charges, or (ii) the date on which Harris installs the System Software on Organization's hardware. Harris and/or the System Software manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the System Software.

(c) Except as otherwise provided in this Agreement, Organization shall be responsible for the installation of the System Software at Organization's location. If Organization desires Harris to perform any installation which is not described in this Agreement, Harris and Organization shall follow the procedures set forth in this Agreement.

(d) It is acknowledged by the parties hereto that the System Software provided by Harris to Organization pursuant to this Agreement was developed and delivered to Harris by one or more third party software companies. As such, Harris makes no warranties, express or implied, with respect to the System Software, including, without limitation, their merchantability or fitness for a particular purpose. Any warranty Organization has with respect to the System Software shall be solely provided by the third party software companies. Additionally, Organization acknowledges that its interest in the System Software may be in the nature of a license with one or more of the third party software companies which may: (i) require Organization to enter into one or more separate license agreements with such third party software companies, and/or (ii) place restrictions on Organization's use of the System Software.

(e) The parties agree that although this Agreement may contain estimated prices for the annual maintenance of the System Software, any maintenance of the System Software shall be provided solely by the third party software companies through separate agreements between Organization and such third party software companies. In no event shall Harris be responsible for such System Software maintenance.

Article III.
**REPRESENTATIONS AND WARRANTIES**

**Section 3.01** **Warranty of Performance**

Harris warrants to the Organization that:

(a) for a period equal to ninety (90) days following the Go-Live (as that term is defined in the Software Implementation Services Agreement) date, the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this Agreement, and where the Organization has used the

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Required Programs and the Required Hardware and properly configured the Software. The Organization's sole remedy in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

(b) it has the full right, authority and power to enter into this Agreement.

**Section 3.02    Exclusions to Warranty**

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

(a) where the installation, configuration, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this Agreement;

(b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

(c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this Agreement;

(d) Organization's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion;

(e) Organization's failure to perform a re-validation of configuration settings following the installation of an Update before using the Update in a production environment; or

(f) any other event of force majeure as set out in Section 6.21.

**Section 3.03    No Other Warranties**

EXCEPT AS EXPRESSLY STATED IN SECTION 3.01, TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT

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NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

Subject to the requirements of Section 3.01, Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion.

### Section 3.04 Required Programs and Hardware

(a) The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.

(b) The Organization acknowledges that the use of the Software requires the that the Organization have at minimum the hardware as may be referenced by Harris programs (the "**Required Hardware**") as detailed in the attached Schedule "A". Organization's hardware must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement; Upgrades about which Organization is provided with commercially reasonable advance notice; and the general use of the Software by Organization. If Harris determines that Organization's hardware is not of sufficient quality, condition and repair, Harris shall notify Organization in writing of the hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification. In no event shall Harris be responsible for such hardware maintenance, except as contracted for in writing with the Organization.

<div align="center">
Article IV.<br>
<b>FEES AND PAYMENTS</b>
</div>

### Section 4.01 Fees and Payments

(a) The Organization agrees to pay Harris the total license fees detailed in Schedule "B" (the "**License Fees**") in accordance with the payment schedule set out in Schedule "B". The

License Fees and any other fees set out in this Agreement are exclusive of taxes. Organization agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property, sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris' net income).

(b) The License fee is based on the total number of Receipts in each calendar year (or with respect to the first year, the pro-rated amount). Where the Organization generates Receipts in any subsequent calendar year that exceeds the Annual Receipt Volume, the Organization shall inform Harris of such additional number of Receipts (or pursuant to Harris's audit rights under Section 2.04(c), based on the number of Receipts determined by Harris) and thereafter Harris shall invoice for the then current year (and any applicable previous year) the additional License fee applicable to such additional Receipts.

(c) Except for any aspect of the License fee which is payable on the Effective Date, during the Term Organization shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable License Fee (or part thereof).

## Section 4.02    Additional License Fee

(a) Despite the information provided in Schedule "B" to this Agreement, whenever Harris has the right to invoice Organization for additional License Fees based on the total number of Receipts, the new License Fee will be based on Harris's then current License Fees for that applicable volume of Receipts.

(b) The License Fee cannot be decreased even where the volume of Receipts decreases.

Article V.
## REMEDIES, LIABILITY AND INDEMNITY

## Section 5.01    Remedies and Liability

(a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

   (i)     EXCEPT FOR HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.02, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF HARRIS, ITS AFFILIATES,

AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS ANDORGANIZATION'S EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED, IN THE AGGREGATE, THE LICENSE FEES PAID BY ORGANIZATION TO HARRIS UNDER THIS AGREEMENT LESS A USAGE CHARGE BASED ON AN AMORIZATION PERIOD OF FIVE YEARS.

(ii) IN ADDITION TO THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL , INCIDENTAL, INDIRECT, SPECIAL , AGGRAVATED, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, COSTS OF SUBSTITUTE GOODS AND SERVICES, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, AND LOSS OF REPUTATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND, ACTION, OR PROCEEDING HOWSOEVER ARISING BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT (INCLUDING FUNDAMENTAL BREACH), RESCISSION OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF HARRIS HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**Section 5.02    Intellectual Property Indemnity**

(a) In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, Harris shall, at its expense, defend and indemnify Organization and pay any amounts finally awarded by a court of competent jurisdiction or agreed to in a settlement approved by Harris in advance, provided that:(i) Organization gives Harris prompt written notice of any such claim and full opportunity to defend the same; (ii) Organization has not made any admissions or entered into any settlement negotiations either prior to or after providing notice to Harris

Exhibit 1

of the applicable claim except with Harris's prior written consent, (iii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; and (iv) Organization assists and provides information to Harris throughout the action or proceeding.

(b)    Harris' liability for any claims under this Section 5.03 shall be reduced to the extent such claim arises from (i) alterations or modifications to the Software by Organization or a third party in any manner whatsoever except with the prior written consent of Harris; (ii) combination, integration or use of the Software with software, hardware or other materials not approved by Harris where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software other than in compliance with this Agreement; (v) compliance with the Organization's written instructions or specifications; or (vi) use of the Software after notice from Harris that it should cease due to possible infringement.

(c)    Any breach by Organization of its covenants under this Section 5.02 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

(d)    The foregoing states Harris's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

(e)    Organization may, at Organization's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

(f)    The indemnity provisions of this Section 5.02 shall not apply to any Third Party Software and System Software and Harris shall have the right to substitute the licensor of the Third Party Software to perform Harris's obligations hereunder and the Organization agrees to release Harris from any obligations related to such Third Party Software.


Article VI.
**CONFIDENTIALITY**

**Section 6.01    Confidentiality**

The parties each acknowledge that each party may receive Confidential Information from the other party or otherwise in connection with this Agreement.   Each of the parties agree:

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(i)     to maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;

(ii)    not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;

(iii)   not to disclose or release such Confidential Information except to the extent required by applicable law or during the courses of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent; and

(iv)    not to disclose or release such Confidential Information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement.

Article VII.
**TERMINATION**

**Section 7.01    Termination**

This Agreement may be terminated as follows:

(a) If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to (i) issue a notice disputing the alleged default within such thirty (30) day period; or (ii) correct the default within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this Agreement effective upon written notice to the other party.

(b) If Organization has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to Organization to that effect.

(c) Notwithstanding any other provision of this Agreement, if the Organization breaches (i) any term of Section 2.03, Section 2.04 or any other intellectual property right of Harris; or (ii) its confidentiality obligations under Section 6.01, then Harris shall have the right to

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terminate this Agreement effective immediately upon written notice to Organization to that effect and the license rights granted herein shall immediately terminate.

(d) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

(e) This Agreement shall automatically terminate in the event that the Software Implementation Services Agreement is terminated prior to the Completion of Services, as that term is defined therein.

## Section 7.02    Effects of Termination

(a) If this Agreement is terminated or expires, then within thirty (30) days following such termination/expiration, the Organization shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have either been returned to Harris or deleted.

(b) Despite anything in this Agreement to the contrary, all warranties related to the Software automatically terminate upon the termination of this Agreement.

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Article VIII.
**GENERAL**

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## Section 8.01    Mediation

Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides

the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.  Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

## Section 8.02    Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario  K2E 8C4
Attention:     CEO
Telephone:     613-226-5511, extension 2149

With a copy to:

legal@harriscomputer.com

and in the case of the Organization, to:

XXX
XXX
XXX, XX, XXXXX
Attention:       XXX
Telephone:       XX-XXX-XXXX

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.02.

## Section 8.03    Assignment

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, merger, sale of substantially all of its assets, or other change in legal status. The Agreement shall inure to

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the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns

**Section 8.04      Reorganizations**

The Organization acknowledges that the License Fee set out in this Agreement has been established on the basis of the structure of the Organization as of the Effective Date.  To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the Organization shall pay, an additional License Fee based on the then prevailing License Fee in effect.  The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization.  The provisions of this Section 8.04 shall not apply where the Organization undergoes a Reorganization involving only other organizations that already have a valid license to use the same Software.

**Section 8.05      Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof. No other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof.  However, the parties agree that two other agreements are being entered into concurrently with this Agreement which are in addition to any of the Third Party Software and System Software agreements detailed herein. These two other agreements are the Support and Maintenance Agreement and the Software Implementation Services Agreement, each of which are separate agreements and are binding in their own right and upon their own terms.  The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by Harris, with such provisions being deemed deleted.

**Section 8.06      Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

**Section 8.07      Governing Law**

This Agreement shall be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein.  This Agreement excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG), and any legislation implementing such Convention, if otherwise applicable.

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**Section 8.08**     **Trial by Jury**

Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

**Section 8.09**     **Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

**Section 8.10**     **Waiver**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**Section 8.11**     **Counterparts**

This Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**Section 8.12**     **Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions. Additionally, the Organization agrees that it may be listed as a being a 'customer' of Harris when Harris responds to other customer requests or potential customer requests (including all third party requests for proposals) which may include data such as the name and size of Organization, the volume of receipts generated by Organization, and other generic information about Organization which may include published contact information.

**Section 8.13**     **Allocation of Risk**

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Organization and Harris and set forth an allocation of risk reflected in the fees and payments due hereunder.

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**Section 8.14    Relationship**

The parties are and shall at all times remain, independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties.  Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose.  Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

**Section 8.15    U.S. Government End-Users**

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of Harris for the purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to Harris or its licensors.  Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause.  The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes).  Use of the Software shall be limited to the facility for which it was acquired.  All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above.  The manufacturer/owner is N. Harris Computer Corporation, 1 Antares Drive, Suite 200, Ottawa, ON K2E 8C4.

**Section 8.16    Equitable Relief**

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to, or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Organization.

**Section 8.17    Language**

The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only.  Les parties aux preséntes confirment que c'est leur volonté que la présente convention de PᶲPH que tous les documents, y compris les avis, s'y rattachant, soient rédigés en Anglais seulement.

**Section 8.18    Force Majeure**

No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to

circumstances beyond its control.  Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

**Section 8.19**   **Survival**

The following sections and articles shall survive the termination or expiration of this Agreement: Sections 1.01, 1.02, 2.03, 2.04, 2.05, 2.06,, 3.02, 3.03, 3.04, Article IV, V, Article VI, Section 7.02, Article VIII and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement to be effective as of the date first written above.

**N. HARRIS COMPUTER CORPORATION**

Per: _____

       Name: _____
       Title:    Executive Vice President

**N. HARRIS COMPUTER CORPORATION**

Per: _____

       Name:   Terry Bechtel
       Title   Vice President, Operations

**[FORT BEND COUNTY, TEXAS]**

Per: _____
       County Judge KP George

       Name: _____
       Title: _____
          &RXQW\ -XGJH

Exhibit 1

<p style="text-align:center;">**Schedule "A"**
**Description of Software**</p>

## Covered Programs

- iNovah Software - 250,000 Annual Receipts
- Licensed modules / interfaces

| |
|---|
| iNovah Enterprise Revenue Management (ERM) |
| Lawson GL Export |
| Lawson A/R Export |
| AR Account Inquiry Lookup |
| EMV Direct – JP Morgan Chase Edition |

## Required Programs (provided by Organization)

Windows Server Component Requirements

Windows Server 2012 R2
.Net Framework 4.6
Internet Information Services (IIS)
SQL Express Requirements

SQL Server Express 2014

## Required Hardware (provided by Organization)

### Application Server

| Component | Recommended |
|---|---|
| **Processor and CPU (Core)** | AMD or Intel, 4 Core Processor, 3.2GHz 8MB Cache |
| **Memory** | 8 GB |
| **Storage** | 2x100 GB 10k SAS |
| **RAID** | RAID 1 |

Exhibit 1

## Database Server

SQL Server Operating System Requirements

SQL Server 2014 running on Windows Server 2012 R2

SQL Server Reporting Services

Corresponds to the version and edition of SQL Server installed.

| Component | Recommended |
|---|---|
| **Processor and CPU (Core)** | AMD or Intel, 6 Core Processor, 2.4GHz 10MB Cache |
| **Memory** | 24 GB |
| **Storage** | 2x100 GB 15k SAS |
| **RAID** | RAID 1 |

## iNovah2 Workstation Requirements

### Software Requirements

Windows 8.1 or Windows 10
.NET Framework 4.6
Internet Explorer 11
Hardware and OLE for Retail POS (OPOS) drivers

### Hardware Requirements

The following table identifies the minimal configuration necessary to operate the iNovah Cashier Module.

| Component | Recommended |
|---|---|
| **Processor** | Intel i5 or AMD Equivalent Processor, 3.6Ghz 6MB |
| **Memory** | 4 GB |
| **Storage** | 40GB Ultra ATA/100 7200RPM Hard Drive |
| **Peripheral** | Monitor, keyboard and mouse |

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**Schedule "B"**
**License Fees and Payment Schedule**


**Not applicable to Organization -**

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**Schedule "C"**
**Third Party Software Licenses and Third Party Software Terms**
EMV Direct – JP Morgan Chase Edition

**END USER LICENSE AGREEMENT**

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**FOR TRADITIONAL LICENSING:**

IMPORTANT - DO NOT INSTALL OR USE THE SOFTWARE THAT ACCOMPANIES THIS LICENSE UNTIL YOU HAVE READ AND ACCEPTED ALL OF THE LICENSE TERMS BELOW.

PERMISSION TO INSTALL AND USE THE SOFTWARE IS CONDITIONAL UPON YOU AGREEING TO THESE LICENSE TERMS. INSTALLATION OR USE OF THE SOFTWARE BY YOU WILL BE DEEMED TO BE ACCEPTANCE OF THESE LICENSE TERMS. ACCEPTANCE WILL BIND YOU TO THESE LICENSE TERMS IN A LEGALLY ENFORCEABLE CONTRACT WITH TENDER RETAIL. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WHICH INCLUDE THE LICENSE AND WARRANTY, PRESS THE "NO" BUTTON TO EXIT THIS INSTALLATION PROCEDURE AND RETURN THE MEDIA/DISKS AND ALL OF THE ACCOMPANYING ITEMS (INCLUDING DOCUMENTATION AND PACKAGING) TO THE PLACE YOU OBTAINED THEM WITHIN 30 DAYS FOR A FULL REFUND OR, IF YOU DOWNLOADED THE SOFTWARE VIA THE INTERNET OR OTHER SOURCE, PROMPTLY DELETE THE SOFTWARE FROM YOUR COMPUTER SYSTEM.

NOTE: THE INSTALLATION OF THIS SOFTWARE WILL INSTALL FILES NECESSARY TO OPERATE THE SOFTWARE ONTO YOUR COMPUTER. OTHER SYSTEM FILES, SUCH AS DYNAMIC LINK LIBRARY (.DLLS) FILES, MAY BE INSTALLED OR UPDATED AND WINDOWS REGISTRY ENTRIES WILL BE MADE. UNINSTALLING THE SOFTWARE WILL NOT REMOVE ALL OF THE INSTALLED FILES OR REGISTRY ENTRIES. AS WITH ALL INSTALLATIONS, IT IS RECOMMENDED THAT YOU BACK UP YOUR HARD DRIVE BEFORE YOU INSTALL THIS SOFTWARE.

**GRANT OF LICENSE FOR AUTHORIZED USERS**

Subject to the terms and conditions of this Software End User License Agreement (the "**EULA**") and the payment of all applicable license fees, TENDER RETAIL, a division of ACCEO SOLUTIONS INC. ("**Tender Retail**") grants to you (the "**End User**") a limited, non-exclusive and non-transferable license to install and use, for internal purposes only, the software programs with which this license is distributed (the "**Software**"), including any printed documentation or documentation files published by Tender Retail and accompanying the Software (the "**Documentation**"), on a single server (if the Software is server based) which may be accessed

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only by the number of users licensed by Tender Retail, or a single personal computer (if the Software is PC based) (the "**License**").

The End User may also store or install one backup copy of the Software for archival purposes. One License for the Software may not be shared for use on different computers or servers. If a serial number, password, license key or other security device is provided to the End User for use with the Software, the End User may not share or transfer such security device with or to any other user of the Software or any other third party. Any other use of the Software by any third party, except as provided in this EULA, is strictly forbidden and is a breach of this EULA.

Any maintenance of the Software (i.e. technical support and updates), will be provided in accordance with a separate Support and Maintenance Agreement entered into between the End User and either Tender Retail or any of Tender Retail's authorized agents.

Tender Retail may, at any time during the End User's normal business hours and upon reasonable advance notice, conduct an audit at the End User's premises to ascertain whether the End User's use of the Software is in compliance with the provisions of this EULA. The End User shall reasonably assist Tender Retail in the conduct of such audit and shall grant Tender Retail reasonable access to the End User's premises and computer equipment for that purpose. In the event that such audit reveals any use of the Software by the End User other than in material compliance with this EULA and/or any other agreement between Tender Retail and the End User, the End User shall reimburse Tender Retail for all reasonable costs and expenses related to such audit in addition to any additional license fees and support and maintenance fees owed to Tender Retail as a result of such non-compliance.

## OWNERSHIP

The End User has no ownership rights in the Software. The Software, Documentation and the intellectual property rights associated therewith are and will remain at all times the sole and exclusive property of Tender Retail and its affiliates, and the End User has no right, title or interest in or to the Software, Documentation or the intellectual property associated therewith, except as expressly set forth in this Agreement. This EULA does not grant the End User any rights in the trademarks or service marks of Tender Retail, all of which remain the exclusive property of Tender Retail and its affiliates. The End User may not alter or remove trademarks, service marks or other markings from the Software, Documentation or their associated packaging. Upon Tender Retail's request, the End User agrees, at Tender Retail's costs and expenses, to take such actions as Tender Retail may reasonably request to perfect Tender Retail's ownership in the Software.

## COPYRIGHT STATEMENT

The Software and Documentation contain material that is protected by copyright laws and international treaty provisions. Accordingly, the End User may not make copies of the same, except that the End User may (a) make a copy of the Software as permitted above solely for backup or archival purposes, and (b) transfer the Software from digital media to hard disks provided that the Software is used only as specified in this EULA. The End User may not copy the Documentation. Also, the End User shall maintain at all times all copyright notices provided on the Software, Documentation and associated packaging and any copies thereof. The End User shall ensure that any permitted copy of the Software is produced only for the End User's own

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benefit, that it is clearly marked on the copy that such copy is subject to copyright and confidentiality, and that a written list is maintained of the number of copies and place of storage. Copies of the Software constitute Tender Retail's property. All the terms and conditions of this EULA shall also apply to such copies.

## OTHER RESTRICTIONS AND ASSIGNMENT

This EULA grants the End User the right to use the Software for internal purposes only. The End User may not use the Software to operate a subscription service, service bureau, Software as a Service (SaaS) model, or other similar access fee-based services for the benefit of any third party without the prior express written consent of Tender Retail. The End User must protect the Software and Documentation in a manner consistent with Tender Retail's rights expressed in this EULA. The End User may not sublicense, modify, distribute, or create derivative works based on the Software or any part thereof. The End User may not reverse engineer, decompile, disassemble, translate, or adapt the Software, nor shall the End User attempt to create the source code from the object code of the Software.

The End User acknowledges that insofar as the Software may be certified under particular industry requirements, including PA-DSS requirements, any tampering or other modification to such Software that is not authorized by Tender Retail may cancel or otherwise affects such certifications.

The End User acknowledges and agrees that the intellectual property associated with the Software and the Documentation, and any other non-public information of a technical or commercial nature concerning Tender Retail, the Software and the Documentation disclosed to the End User in connection with this EULA constitute Tender Retail's proprietary information and trade secrets, and the End User agrees to hold such information in strict confidence.

The End User shall have no right to transfer or assign the License or the End User's rights or obligations under this EULA in whole or in part, and any attempted transfer or assignment shall be null and void. The foregoing notwithstanding, upon prior written approval by Tender Retail, the End User may assign, or otherwise transfer this EULA to any affiliate. For purposes of this EULA, the term "affiliate" means any entity which controls, is controlled by, or is under common control with the End User, where "control" means the legal, beneficial or equitable ownership of at least a majority of the aggregate of all voting equity interests in such entity.

If a Tender Retail product is licensed to the End User as part of a third-party product, i.e. a limited "Powered by Tender Retail" license, by an OEM partner authorized by Tender Retail, then the End User's permitted use of the Tender Retail product will be restricted to the third-party product and its data structures and the End User may not use the Tender Retail product separately from the third-party product.

## INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Tender Retail shall pay those costs and direct damages finally awarded against the End User in connection with any claim by a third party that the Software directly infringes any U.S. or Canadian copyright or misappropriates any trade secret recognized as such under the Uniform Trade Secret law (or those costs and damages agreed to by Tender Retail in a written monetary

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settlement) and the reasonable costs of defense incurred by the End User in connection therewith, including reasonable attorneys' fees and court costs, provided that:

(a)     the End User provides Tender Retail with reasonably prompt written notice of any such action or claim;

(b)     the End User allows Tender Retail to assume and control the defense and settlement of any such action or claim, at Tender Retail's costs and expenses;

(c)     the End User will not prejudice the defense of the action or claim nor will the End User make any admission as to liability nor compromise or agree to any settlement of any such action or claim without the prior written consent of Tender Retail; and

(d)     the End User will provide Tender Retail with such assistance, documents, authority and information as Tender Retail may reasonably require in relation to the action or claim and defense or settlement thereof.

Notwithstanding the foregoing, Tender Retail shall have no liability to the End User for any claim that:

(a)     arises out of any unauthorized use, reproduction, or distribution of the Software;

(b)     arises out of any modification or alteration of the Software by anyone other than Tender Retail;

(c)     arises out of the use of the Software in combination with any other software or equipment not approved in writing by Tender Retail; or

(d)     would have been avoided by use of the then-current version of the Software or if the End User had followed Tender Retail's reasonable written instructions.

In addition, if the Software becomes, or in Tender Retail's opinion is likely to become, the subject of an infringement or misappropriation claim, Tender Retail may, at its own costs, expenses and option, elect to either:

(a)     procure the right for the End User to continue using the Software in accordance with the provisions of this EULA;

(b)     make such alterations, modifications or adjustments to the Software so that the infringing Software or Documentation becomes non-infringing without incurring a material diminution in performance or function;

(c)     replace the Software with a non-infringing substantially similar substitute; or

(d)     if neither (a), (b) nor (c) can be achieved after the exercise of commercially reasonable efforts, terminate this License and refund to the End User: (i) all amounts paid by the End User to Tender Retail as license fees with respect to the affected Software, less an amount equal to depreciation of such license fees calculated on a three-year straight-line basis

Exhibit 1

from the date of license, and (ii) a pro rata portion of any prepaid support and maintenance fees for the then-current annual support and maintenance period.

If Tender Retail modifies or replaces the Software, the End User shall have the same rights in respect thereof as it would have had under this EULA.

THIS SECTION STATES TENDER RETAIL'S ENTIRE LIABILITY, AND THE END USER'S SOLE REMEDIES, FOR ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE SOFTWARE AND THE DOCUMENTATION.

## LIMITED WARRANTY

This warranty extends only to the original End User of this License, and no third party shall have the right to make any claim or assert any right hereunder.

Tender Retail warrants that for a period of 90 days from the date of the acquisition of the License (the "**Warranty Period**"): (a) the Software will perform substantially in accordance with the Documentation; and (b) the Software is properly recorded on the media or in the files to be downloaded.  Tender Retail does not warrant that the operation of the Software will be uninterrupted or error free. This warranty is void if failure of the Software has resulted from accident, abuse, or misapplication or from the End User having modified the Software or used it for a purpose or in a context other than the purpose or context for which it was designed.

If, during the Warranty Period, the Software does not perform substantially in accordance with the Documentation or is not recorded properly on the media or files to be downloaded, the End User's sole and exclusive remedy, and Tender Retail's sole obligation and liability under this warranty shall be as follows: if the End User notifies Tender Retail in writing of the non-conformity within the Warranty Period, Tender Retail shall, at Tender Retail's option, either (i) return the license fees paid (if any) with respect to the non-conforming Software; or (ii) repair or replace the non-conforming Software.  If Tender Retail elects to return the license fees, the End User agrees to promptly return the Software to Tender Retail or establish to Tender Retail's satisfaction that it has destroyed/uninstalled the Software. Any replacement Software will be warranted for the remainder of the original Warranty Period or 30 days from replacement, whichever is longer.  There is no warranty after expiration of the Warranty Period.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS". ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

## LIMITATION OF LIABILITY

IN NO EVENT SHALL TENDER RETAIL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND ARISING UNDER ANY THEORY OF LIABILITY (INCLUDING TORT), INCLUDING WITHOUT LIMITATION DAMAGES OR LOSSES FOR LOSS OF PROFITS, LOSS OF PRODUCTION OR EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS

Exhibit 1

OR CORRUPTION OF BUSINESS DATA OR INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF TENDER RETAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR TENDER RETAIL'S INDEMNIFICATION OBLIGATIONS HEREUNDER AS REGARDS INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, TENDER RETAIL'S MAXIMUM AGGREGATE LIABILITY UNDER THIS EULA (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF LICENSE FEES PAID BY THE END USER TO TENDER RETAIL FOR THE LICENSE TO WHICH A SPECIFIC CLAIM RELATES.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS EULA SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING THE PHOENIX CITY CODE), EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## TERMINATION

This EULA is effective until terminated. The End User may terminate this EULA at any time by destroying or returning to Tender Retail all copies of the Software and Documentation in the End User's possession or within its control. Tender Retail may terminate this EULA immediately at any time by written notice to the End User if the End User has breached any of the terms of this EULA. Upon notification of termination, the End User agrees to promptly destroy or return to Tender Retail all copies of the Software and Documentation and to certify in writing that all known copies, including backup copies, have been destroyed or returned to Tender Retail. All provisions relating to confidentiality, proprietary rights and non-disclosure shall survive the termination of this EULA.

## GENERAL

The End User agrees not to export (or use) the Software or the Documentation in violation of applicable export laws, statutes or regulations. This EULA may only be modified by a written document that has been signed by both the End User and Tender Retail. If any provision of this EULA is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision which approximates the intent and economic effect of the affected provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

This EULA constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all previous agreements, representations, warranties, statements, negotiations, understandings and undertakings, whether verbal or written, pertaining to such subject matter. The End User hereby represents and acknowledges that in entering into this EULA, it did not rely on any representations or warranties other than those expressly set forth in this EULA.

This EULA shall be governed by the laws of the State of Texas and the laws of the United States applicable therein, regardless of their conflict of law provisions, and shall be construed accordingly. The courts of the state of Texas within Fort Bend County, Texas or the federal

Exhibit 1

courts of the United States having jurisdiction therein, as applicable, shall have sole and exclusive jurisdiction over any claim whatsoever arising under or in relation to this Agreement or its subject matter.

Exhibit 1

**Schedule "D"**
**System Software**

**No System Software or Hardware is being provided to Organization.**

Exhibit 1

**SUPPORT AND MAINTENANCE AGREEMENT**

**THIS SUPPORT AND MAINTENANCE AGREEMENT (the "Agreement")**
made as of the _13th_ day of _May_ , _2020_ (the "**Effective Date**").

**BETWEEN:**

> **SYSTEM INNOVATORS, A DIVISION OF N. HARRIS COMPUTER CORPORATION**
> ("**Harris**")
>
> - and -
>
> **[FORT BEND COUNTY, TEXAS]**
> ("**Organization**")

**RECITALS**

1. Harris has licensed Software to Organization pursuant to a software license agreement entered into between the parties on the same date as the Effective Date (the "**Software License Agreement**") and shall provide related services pursuant to a software implementation services agreement dated the same date as the Effective Date (the "**Software Implementation Services Agreement**");

2. The Organization wishes to receive support and maintenance services related to the Software; and

    Harris has agreed to provide the support and maintenance services related to the Software on the terms and conditions set out in this Agreement;

    **NOW THEREFORE**, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. **Definitions.** Throughout this Agreement, the following words and expressions shall have the following meanings. All defined terms not otherwise defined herein shall have the meaning ascribed to them in the Software License Agreement.

    (a) "**Update**" means a minor release of the Software which includes minor published modifications or enhancements to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

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Exhibit 1

(b) "**Upgrade**" means a major release of the Software which is a complete new published version of the Software that [significantly] modifies, revises or alters the Software and adds features, functionality or enhancement to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

(c) "**Release**" means Updates and Upgrades. All Releases are provided in object code.

2. **Entire Agreement.** This Agreement (including the Change Order document referred to herein and the schedules and exhibits hereto) supercedes all prior representations, arrangements, negotiations, understandings and agreements between the parties, both written and oral, including without limitation, the Software License Agreement, relating to the subject matter hereof and sets forth the entire and exclusive agreement and understanding between Harris and Organization relating to the subject matter hereof. The terms of this Agreement may not be changed except by an amendment signed by the authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by Harris, with such provisions being deemed deleted.

3. **Support Services.** Harris shall provide support services in accordance with the Standard Support and Maintenance Services – Harris Standard Guidelines, as may be modified or supplemented from time to time by Harris in its sole discretion, a current copy of which as of the Effective Date is attached to this Agreement as Exhibit 2 (the "**Support and Maintenance Services**"). Support and Maintenance Services shall be provided primarily via telephone and electronic mail, and Harris will provide site visits at Customer's request subject to additional fees or when deemed necessary by Harris, in its sole discretion, to resolve an issue. The Support Services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below). To enable Harris to provide effective Support and Maintenance Services, the Organization will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. **Support and Maintenance Fee.** In consideration for the Support and Maintenance Services, Organization shall pay the "**Support and Maintenance Fee**" as detailed in Exhibit 1 below. The Support and Maintenance Fee will be billed annually in advance. The first billing date shall be the pro rata amount for the period beginning on the date the Software is installed (the "**Start Date**") to the "**Renewal Date**", which is defined as being January 1, 2020 as chosen by the Organization in the applicable order form. Thereafter, the Support and Maintenance Fee shall be paid for the period beginning on each subsequent Renewal Date and ending at 23:59 eastern time, the day preceding the Renewal Date. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year. The Support and Maintenance Fees shall increase where a reorganization occurs or due to any additional Licenses or other growth of Organization during the term based upon Harris's then current billing practices.

Exhibit 1

5. **Billable Fees.** In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for fees related to support and maintenance services for Third Party Software and for Harris's direct expenses in providing support services pursuant to this Agreement for services that are not included in this Agreement ("**Billable Fees**"). The Billable Fees will cover expenses related to the installation/implementation of an Upgrade, any necessary services provided at Organization's premises, and at any other time when the parties may agree that additional services are required. The Billable Fees include as of the Start Date:

    (a)    courier services, photocopying, faxing, long distance phone calls and reproduction services,

    (b)    all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of $75.00/hour; a per diem rate of $70.00 for week days and a $125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile,

    (c)    and all other reasonable expenses incurred in the performance of Harris's duties hereunder.

Third Party Software will be separately billed on each invoice. Harris may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Agreement. The Billable Fees and Third Party Maintenance Fees shall automatically increase for each renewal period based on Harris's then current rates.

6. **Upgrades.** Conditional upon Organization paying the Support and Maintenance Fee, the Billable Fees, and any other additional amounts applicable to such Upgrades, Harris shall supply Upgrades to Organization. Upgrades may require additional services to be performed by Harris outside of the scope of the Support and Maintenance Services including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

7. **Updates.** All Updates of the Software and all those services listed in Exhibit 2 which are included as part of the Support and Maintenance Services will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee, the Billable Fees, and any other amounts payable under this Agreement.

8. **Compliance with Laws.** The Organization shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its configuration and use of the Software, including without limitation those related to privacy, electronic communications and anti-spam legislation. Organization is responsible for ensuring that its configuration and use of the Software to store or process credit card data complies with applicable Payment Card Industry Data Security Standards ("PCI DSS") and

Exhibit 1

The Fair and Accurate Credit Transactions Act ("FACTA") requirements and shall not store credit card and social security data in the system except in the designated encrypted fields for such data. Organization is solely responsible for re-validating the configuration settings used with the Software following the installation of any Updates or Upgrades prior to using such Update or Upgrade in a production environment.

9.    **Payments.** All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Organization agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris' net income) on the Support and Maintenance Fee, the Billable Fees and any other fees set out in this Agreement.

10.   **Term.** Unless terminated earlier in accordance with this Agreement, the initial term of this Agreement shall be for the period that begins on the Start Date ending on December 31$^{st}$ of that same year as the Organization selected January 1$^{st}$ as the Renewal Date (the "**Initial Term**"). Thereafter, this Agreement shall be effective for ongoing one year terms that shall automatically renew on an annual basis on the Renewal Date, unless terminated by either party upon giving to the other not less than three (3) month notice in writing prior to the end of any subsequent renewal term (such notice to be received by Harris no later than October 1$^{st}$ of the year preceding the date on which such renewal term is not being renewed) (a "**Renewal Term**"). Organization shall pay the then prevailing Support and Maintenance Fee (including any Third Party Software related fees) in advance for each term of this Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the next applicable Renewal Term.

11.   **Ownership.** Title to and ownership of all copyright, trademarks, trade secrets, patents and all other intellectual property and proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the Support and Maintenance Services shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Agreement. Any updates related to Third Party Software shall be subject to the applicable Third Party Software licensor's agreement.

12.   **Termination.**

   (a)    Harris shall have the right to terminate this Agreement and/or suspend the provision of Support and Maintenance Services immediately if:

      (i)     Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a reorganization, without complying with the Software License Agreement;

      (ii)    Organization has not paid an invoice within ninety (90) days of the start of a Renewal Term;

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(iii)    Organization (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether voluntary or involuntary, which has not been resolved within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court injunction or other court order which has a material adverse effect on its ability to make payments when due hereunder; or

(iv)    Organization has breached or violated any obligations of confidentiality or any intellectual property or proprietary right of Harris.

(b)    This Agreement shall automatically terminate in the event that the Software License Agreement expires or is terminated, or in the event that the Software Implementation Services Agreement is terminated prior to the Completion of Services, as that term is defined therein.

13.    **Effects of Termination.** The termination or expiration of this Support and Maintenance Agreement shall result in the discontinuance of Standard Support and Maintenance Services defined in Exhibit 2 of the Agreement, as well as the Organizations access to application Updates and Upgrades. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated.

14.    **Disclaimer of Warranty.** TO THE GREATEST EXTENT PERMITTED BY LAW, THE SUPPORT AND MAINTENANCE SERVICES PROVIDED BY HARRIS ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THE SUPPORT AND MAINTENANCE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HEREWITH. HARRIS DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF ORGANIZATION'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SOFTARE CAN BE FOUND OR CORRECTED.

Organization acknowledges and agrees that the Support and Maintenance Services are not designed nor intended to be used to maintain or manage any products requiring fail-safe operation and where the failure of the products or Support Services could lead to death, personal injury or environmental damage. HARRIS DISCLAIMS ANY AND ALL WARRANTIES AND LIABILTY WITH RESPECT TO THE USE OF THE SUPPORT AND MAINTENANCE SERVICES IN SUCH HIGH RISK ACTIVITIES.

15.    **Notice.** Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.

Exhibit 1

16. **Waiver.** Either party's lack of enforcement of any provision in this Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

17. **Confidentiality.** The particular provisions of this Agreement shall be deemed confidential in nature and neither Organization nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law and the provisions related to Confidential Information as detailed in the Software License Agreement shall apply equally to this Agreement.

18. **Limitation of Liability.**

    (a)  Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

    (b)  The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination, expiration or other discharge of the obligations of the parties under this Agreement.

    (c)  THE AGGREGATE LIABILITY OF HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS AND ORGANIZATION'S EXCLUSIVE REMEDY WITH RESPECT TO THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF SUPPORT AND MAINTENANCE FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THIS AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

    (d)  IN ADDITION TO THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS BE LIABLE TO ORGANIZATIONFOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT DAMAGES, EXEMPLARY, PUNITIVE, SPECIAL, OR AGGRAVATED DAMAGES WHATSOVER, INCLUDING WITHOUT LIMITATION FOR LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, COSTS OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY ARISING OUT OF OR IN

Exhibit 1

CONNECTION WITH THIS AGREEMENT.

(e) CLAUSES (c) AND (d) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND, ACTION, OR PROCEEDING HOWSOEVER ARISING BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY, EVEN IF HARRIS HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(f) **Remedies.** Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Harris arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

19. **Allocation of Risk.** The parties agree that the limited warranties, disclaimers and limitation of liability as set out in in this Agreement are fundamental elements of the basis of bargain between Harris and Organization and set forth an allocation of risk reflected in the fees and payments hereunder.

20. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement excludes the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG and any legislation implementing such Convention), if otherwise applicable.

21. **Assignment.** This Agreement may not be assigned by the Organization (including by way of Reorganization) unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement. This Agreement shall be binding upon and enure to the benefit of the parties, their successors and permitted assigns.

22. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

23. **Counterparts.** This Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

24. **Mediation.** The parties agree to submit any claim, controversy or dispute arising out of or

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Exhibit 1

relating to this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

25.     **Survival**. Sections 1, 2, 4, 5, 8, 9, 11, 13-27, and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration unless and until waived expressly in writing by the party to whom they are of benefit.

26.     **Relationship**. The parties are and shall at all times, independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the Parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose.

27.     **Force Majeure**. . No default, delay or failure on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, acts or omissions on the part of the School, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, the Internet or other electronic communications outside the control of Harris, or other disasters or events.

Exhibit 1

**IN WITNESS WHEREOF**, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

<div align="right">

**SYSTEM INNOVATORS, A DIVISION OF**
**N. HARRIS COMPUTER CORPORATION**

Per: _____

Name:  Terry Bechtel
Title:  Vice President Operations

Per: _____

Name:
Title:    Vice President, Finance

**[FORT BEND COUNTY, TEXAS]**

Per: _____
    County Judge KP George

Name:
Title:

Per:    &RXQW\ -XGJH _____

Name:
Title:

</div>

Exhibit 1

# Exhibit 1
## Annual Support and Maintenance Fee

Year 1 – Year 5 Support and Maintenance Fees:

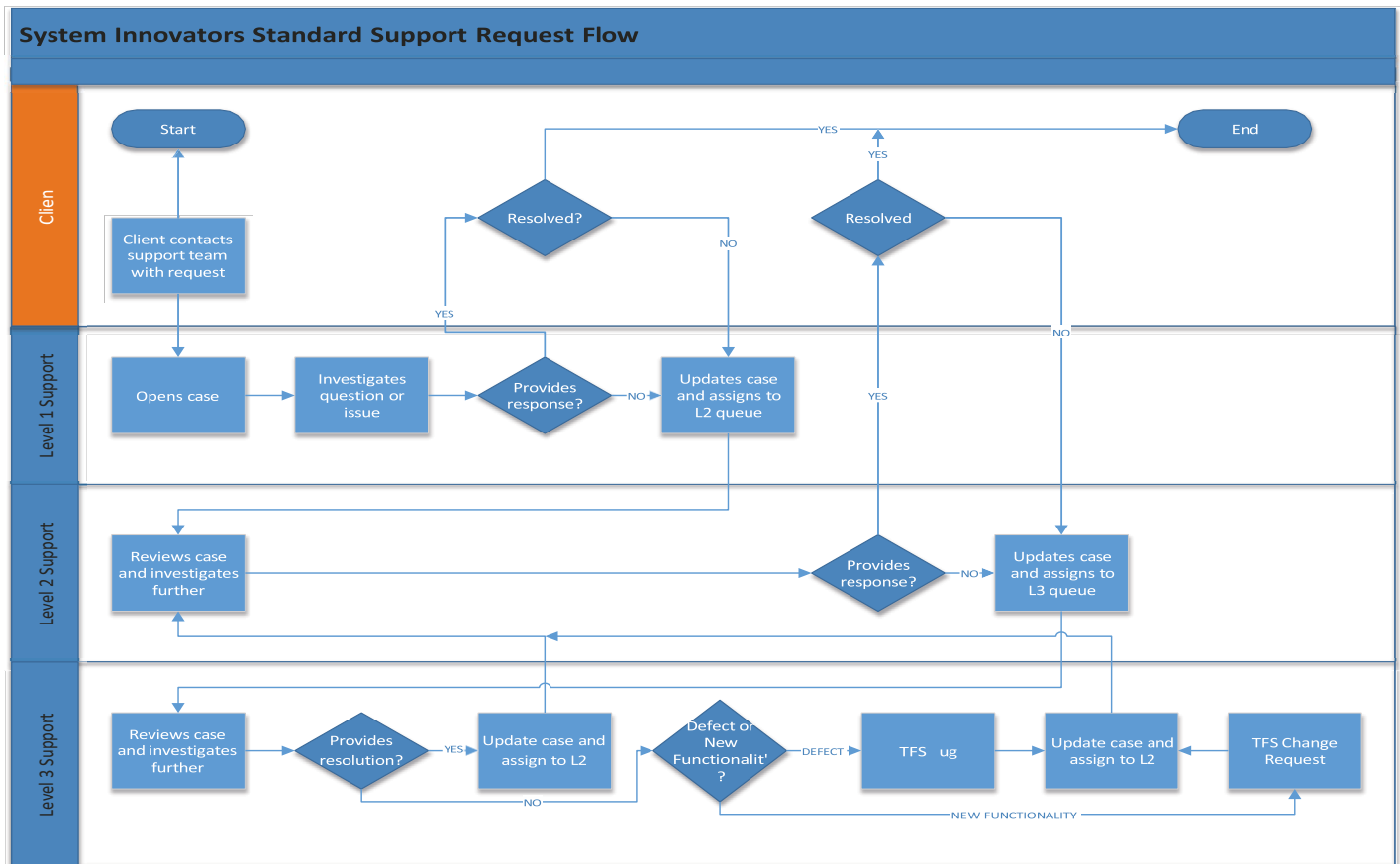| | | | r e | Year 1: 1/01/2020-12/31/2020 | Year 2: 1/01/2021-12/31/2021 | Year 3: 1/01/2022-12/31/2022 | Year 4: 1/01/2023-12/31/2023 | Year 5: 1/01/2024-12/31/2024 |
|---|---|---|---|---|---|---|---|---|
| 1 | iNovah - SWS | $ | 27,318.17 | $ 27,318.17 | $ 28,684.08 | $ 30,118.28 | $ 31,624.20 | $ 33,205.41 |
| 1 | Lawson GL Export-SWS | $ | 3,812.41 | $ 3,812.41 | $ 4,003.03 | $ 4,203.18 | $ 4,413.34 | $ 4,634.01 |
| 1 | Lawson A/R Export -SWS | $ | 2,675.00 | $ 2,675.00 | $ 2,808.75 | $ 2,949.19 | $ 3,096.65 | $ 3,251.48 |
| | AR Account Inquiry Lookup -SWS | $ | 2,675.00 | $ 2,675.00 | $ 2,808.75 | $ 2,949.19 | $ 3,096.65 | $ 3,251.48 |
| | EMV Direct* | $ | 7,125.00 | $ 4,750.00 | $ 7,481.25 | $ 7,855.31 | $ 8,248.08 | $ 8,660.48 |
| | Total | | | $ 41,230.58 | $ 45,785.86 | $ 48,075.15 | $ 50,478.91 | $ 53,002.86 |
| | *Prorated May 1, 2020 - December 31,2020 Year | | | | | | | $ 238,573.36 |

Exhibit 1

**Exhibit 2**
Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to describe the Standard Support and Maintenance Services provided by System Innovators as part of Annual Software Support and Maintenance.

System Innovators reserves the right to make modifications to this document as required; provided, System Innovators shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

# 1  Description of Support Services

## 1.1 Support Request Flow

**System Innovators Standard Support Request Flow**

| Clien | Level 1 Support | Level 2 Support | Level 3 Support |
|---|---|---|---|

Start → Client contacts support team with request

Opens case → Investigates question or issue → Provides response? → Updates case and assigns to L2 queue

Resolved? → YES → End

Reviews case and investigates further → Provides response? → Updates case and assigns to L3 queue

Resolved → YES / NO

Reviews case and investigates further → Provides resolution? → YES → Update case and assign to L2 → Defect or New Functionality? → DEFECT → TFS ug → Update case and assign to L2 → TFS Change Request

NEW FUNCTIONALITY

Exhibit 1

**1.2** <u>Support Request Process.</u>

(a)     In order to initiate the support process, the client is required to notify System Innovators Client Services of a support request by:

    (i)     phoning support, by sending an email, or by opening a *Ticket* in the Client Services Ticket Portal (https://support.systeminnovators.com).

    (ii)     In all case the client will receive a ticket reference number for tracking the progress of the support request.

(b)     All client support requests must include at a minimum: organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.

(c)     Tickets created via the Client Services Ticketing Portal will be issued a ticket number upon creation.

(d)     Phoned or emailed requests will be logged into support tracking system by a support analyst. The client will receive a ticket number for issue tracking and can be monitored, updated, or closed via the Client Services Ticketing Portal

(e)     The ticket will be placed to a ticket queue. It will be actioned by the next available support analyst based on the *Ticket Severity Level* and *Ticket Age*.

    (i)     System Innovators encourages a Customer to contact Client Services by phone for *Urgent / Severity 1* issues.

(f)     While the support analyst investigates the issue, the client may be contacted for additional information, advised of issue status, or to perform a course of action for resolution.

(g)     In the event the support request uncovers a product *Defect*, the support analyst will log the issue in System Innovators Development Tracking System. A secondary tracking number called a "*Defect Number*" will be created and linked to the support request. The ticket will be placed in a deferred state until the defect has resolved as part a future software maintenance release. The resolution is dependent on the nature and complexity of the defect.

(h)     Should the support request uncover new product *Feature* or *Functionality*, the support analyst will log the issue in System Innovators Development Tracking System. A "*Change Request Number*" will be created and linked to the support request. The ticket will be placed in a deferred state until the iNovah Product Team makes decision to move forward with the new feature or functionality. Clients may be charged for new feature or functionality requests; this requires written authorization from the client through a mutually executed agreement or Client issued Purchase Order.

Exhibit 1

(i) The current status for all tickets can be viewed in the Client Services Ticket Portal, or by phoning or emailing the support department.

**2 <u>Standard Support Services and Activities.</u>** <u>The support services listed below are included as part of annual software support and maintenance:</u>

(a) Access to the Client Services Ticket Portal (https://support.systeminnovators.com/)

    (i) Unlimited number of Users for ticket creation, monitoring, and updates

(b) Phone support via 800 toll free number (800-963-5000)

(c) Email support (clientservices@systeminnovators.com)

(d) Technical troubleshooting and issue resolution

(e) Limited training consultation (15 minute guideline)

(f) State and/or Federal mandated changes (charges may apply)

(g) Periodic software maintenance updates that incorporate new generally available product features/functionality, and/or resolve reported product defects

(h) Access to System Innovators Collaboration system "innoverse" (https://innoverse.systeminnovators.com/)

    (i) One User Account per Client

(i) Product and software release notes and system requirements documentation

(j) Generally available product manuals and training guides

(k) Technical document including the following:

    (i) How to, Troubleshooting, and Technical Knowledge Base Articles

    (ii) Product installation documentation and system prerequisites

    (iii) Support Utilities

(l) Peripheral device support; drivers, firmware

(m) New software release notifications

**3 <u>Additional Support Services and Activities.</u>** <u>The Additional Support Services listed below are not included as part of annual software support and maintenance. These services can be</u>

Exhibit 1

purchased by the Client as Additional Services; this requires written authorization from the client through a mutually executed agreement or Client issued Purchase Order

  (n)  State and/or Federal mandated changes

  (o)  Scheduled assistance for software installations, upgrades and other special projects

  (p)  Design review for potential software enhancements or custom modifications

  (q)  Extended Administrative or End User Training

  (r)  Custom software modifications including:

    (i)  File imports and exports

    (ii)  Bills/scanlines/barcodes

    (iii)  Cashiering customizations

    (iv)  Reversal of customizations

    (v)  Form creation or re-design

  (s)  Data conversions / global modification to setup table data

  (t)  Database maintenance, repairs and optimization

  (u)  iNovah Public API consulting

  (v)  Custom report development

  (w)  On-site installation, upgrade or troubleshooting

  (x)  Assistance with creation of backup scripts / backup recovery

  (y)  Assistance with database installation, configuration and updating

  (z)  Preventative maintenance monitoring or other services

  (aa)  Recommending or assisting with disaster recovery plans

  (bb)  Assistance with recovering data resulting from system crashes

  (cc)  Attendance to the annual Harris Technical Training Conference

**4**  **Out of Scope Services and Activities.** The following services listed below are not included as part of annual software support and maintenance.

  (dd)  Modification to Source or Host system interfaces

Exhibit 1

(ee) Setup of peripheral devices; printers, scanners, barcode readers, imagers, cash drawers

(ff) Database refreshes, backups, restores

(gg) Operating system installation/upgrades of servers/workstations

(hh) Reconfiguration of hardware, fileservers, and virtual environments

(ii) Hardware system upgrades

(jj) Third party software upgrades

**5 Third Party Support.** The following section defines the standard support services for third party software (if applicable) that are included as part of annual support and maintenance. This section serves as a guideline but is superseded by any existing third party or other agreement.

(kk) 800 telephone support – "*First Level*" support for basic technical troubleshooting. Complex issues that require Level 2 support (or higher) will be escalated to the third party for support.

(ll) Updating system to support new versions of licensed applications

(mm) Limited training questions (15-minute guideline)

**6 Severity Level Classification, Target Response and Resolution Times**

**6.1** Classification. All *Tickets* (i.e. support requests) will be assigned an appropriate *Severity Level* based on the *Definitions* outlined in section 6.2 – Severity Level Definition. n the appropriate severity level. In the event that System Innovators determines from time to time that a severity level with respect to a specific error should be reclassified, System Innovators will discuss such reclassification and the rationale behind it with Client and, if the parties mutually agree that the severity level should be reclassified, the parties may do so. Either party shall be entitled at any time to escalate any good faith dispute that it may have about the severity level classification of a support issue, pursuant to the *Escalation Processes* set forth in Section 6.4 below.

**6.2 Response Times.** System Innovators will use commercially reasonable efforts to respond by telephone, email, or through the support portal to a reported issue within the timeframes set forth in the Response Time column in Section 8.1 below that corresponds to the assigned severity level

**6.3 Resolution Times.** System Innovators will use commercially reasonable efforts to provide a resolution (via remote support, workaround, patch or other forms determined by System Innovators) to a reported Ticket within the timeframe set forth in the

Exhibit 1

Resolution Time column in Section 8.1 below that corresponds to the assigned severity level.

**6.4** <u>Support Request Escalation Process.</u> This escalation process was implemented to ensure that client issues are handled in an efficient and timely manner. If at any time you are not completely satisfied with the handling of the support request, escalate with the support department as follows:

(nn)    Contact the Support Analyst Assigned to the issue

(oo)    Contact the Manager of Customer Support

(pp)    Contact the Vice President of Operations

(qq)    Contact the Executive Vice President of System Innovators

## 7   <u>Severity Level Definitions.</u>

| Severity Levels | Definition |
|---|---|
| **Severity 1** | The total unavailability of the production application, or a repeatable malfunction within the production application causing impact to business operation if not promptly restored.<br><br>■ Production System Down<br>■ Inability to process payments<br>■ Program errors without workarounds<br>■ Incorrect calculation errors impacting a majority of records<br>■ Aborted postings or error messages preventing data integration and update<br>■ Performance issues of severe nature impacting critical processes |
| **Severity 2** | Reproducible issues that affect the functioning of components within the application, or data inconsistencies with no work around available.<br><br>■ Calculation errors impacting a minority of records<br>■ Report calculation issues<br>■ Printer related issues (related to iNovah software and not the printer hardware)<br>■ User Security/Permission issues<br>■ Workstation connectivity issues (Workstation specific) |
| **Severity 3** | Reproducible or intermittent Issues that affect the functioning of components within the application, or data inconsistencies. Workaround available.<br><br>■ Usability issues<br>■ Performance issues not impacting critical processes<br>■ Report formatting issues<br>■ Training questions, how to, or implementing new processes<br>■ Recommendations for enhancements on system changes |

Exhibit 1

| Severity Levels | Definition |
|---|---|
| Severity 4 | Requests for information, assistance on application capabilities, and other requests that do not fit the criteria for Severity 1, Severity2, or Severity 3.<br><br>■ Questions about documentation<br>■ Requests for documentation or information<br>■ Questions about products<br>■ Aesthetic issues |

**7.1** Production System Down Definition. The iNovah Enterprise Revenue Management (ERM) **is** substantially inoperable and are inaccessible by more than one of the Client's end users, or the iNovah ERM applications hang indefinitely.

**8   Service Levels.** System Innovators agrees to use commercially reasonable effort to respond to, correct, or resolve reported tickets as described below:

**8.1** Response Time

| Severity Levels | Target Response Time |
|---|---|
| Severity 1 | 1 - 4 Business Hours |
| Severity 2 | 1 Business Day |
| Severity 3 | 2 - 3 Business Days |
| Severity 4 | 5 - 10 Business Days |

**8.2**  Business Hour Definition.  The time period between 8:00 a.m. to 8:00 p.m. Eastern Time on a Business Day.

**8.3**  Business Day Definition. Monday through Friday, excluding the following:

(rr)    **Published holidays.**

 (ii)   New Year's Day

(iii)   President's Day (Observed)

(iv)   Memorial Day (Observed)

 (v)   4$^{th}$ of July (Observed)

(vi)   Labor Day

(vii)   Columbus Day (Observed)*

Exhibit 1

(viii)    Thanksgiving Day

(ix)    Day after Thanksgiving*

(x)    Thanksgiving Day

(xi)    Christmas Eve (Observed)*

(xii)    Christmas Day (Observed)

(b)    Natural disasters, and/or other exceptional unplanned events

## 9   Client's Responsibilities.

**9.1 Client's Support.** Client, at Client's sole expense, shall;

(a)    Provide System Innovators such assistance, information, services and facilities as may be reasonably requested by System Innovators to perform the support and maintenance services

(b)    Provide System Innovators with access to at least one named technical contact who is familiar with the technology, operations, and functionality of Client's systems and the iNovah ERM applications;

(c)    And, where appropriate, help secure the assistance of any person whose relationship with Client may be contributing to error.

**9.2 Client Designated Support Contacts.** The client will assign two (2) named resources, a primary and a backup, to be client designated support contacts responsible for:

(d)    Assisting with the support relationship between System Innovators and the client

(e)    Initiating and managing the priority case handling process

(f)    Distributing proactive notifications to the client's end users (as applicable)

(g)    Ensuring appropriate follow up and feedback from the client's end user

(h)    Ensuring that a communication link is operational for remote troubleshooting purposes; direct internet, virtual private network (VPN), remote access server (RAS)

Exhibit 1

Attn: Christina Torres                                     May 5, 2020
Fort Bend County
301 Jackson Street, Suite 201
Richmond, TX 77469

**RE: Sole Source Letter**

System Innovators' cashiering and revenue management software, iNovah, is an application available exclusively from System Innovators for payment processing. The proprietary source code for iNovah is custom designed and developed by System Innovators specifically to meet the County of Fort Bend's payment processing needs. As the sole manufacturer and provider of iNovah, System Innovators is the only possible source of support and installation for the iNovah application code and the transfer of any and all customizations to future upgrades and versions of iNovah. In addition, since System Innovators is the Sole Source for iNovah, maintenance can only be obtained/performed through System Innovators a division of N. Harris Computer Corporation in order to remain under warranty and be guaranteed.

We look forward to our continued work with Fort Bend County.


Sincerely,


Kim Sobkowich
Maintenance Account Manager
(904)281-9090 Ext. 72100

# Exhibit 2

# Annex B
# Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009
Effective November 4, 2009
Revised September 7, 2010
Revised June 2, 2015, Effective August 1, 2015
Revised July 28, 2015, Effective August 1, 2015
Revised July 26, 2016, Effective August 1, 2016
Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

**CONTRACT RATES:**

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

**OUT OF STATE TRAVEL:**

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (http://www.fortbendcountytx.gov/index.aspx?page=55) with the travel reimbursement form.

**LODGING (In and Out of State):**

**Hotel:**

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:
http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas Contract rate (not the government rate) and be prepared to provide the County's**

Exhibit 2

**agency #: C0790. Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and <u>does not exceed the GSA daily allowance.</u>**

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees allowable:** Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

**Fees not allowable:** Internet, phone charges, laundry, safe fees

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** <span style="color:red">**A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.**</span> The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

**Changes/Modifications to Reservation –** Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

Exhibit 2

**MEALS:**

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of $36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is $27/day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of $48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is $36/day.

**Late Night Arrival –** If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**TRANSPORTATION:**

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/. The contact information for Avis is listed here: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/. The contact information for Enterprise is listed here: http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/. When making a reservation traveler should provide the County's agency # C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

 Exhibit 2

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

**Enterprise:**
- Optional Customer, Coupon or Corporate number is **TXC0790**
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

**Avis:**
- Avis Worldwide Discount (AWD) Number or Rate Code **F930790**
- You cannot use the wizard option if you have an account with Avis, the wizard will override the state rate and normally the State rates are less.

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## REGISTRATION:

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

**Procurement Card**: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

Exhibit 2

**TRAVEL REIMBURSEMENT FORM:**
The traveler must use the current travel reimbursement form (http://econnect/index.aspx?page=55) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

**EXCLUSIONS:**
If the traveler has custody of a person pursuant to statue or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statue to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

Exhibit 2

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

---

Complete Nos. 1 - 4 and 6 if there are interested parties.

Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2020-615522

**Date Filed:**
05/05/2020

**Date Acknowledged:**
05/26/2020

**1** Name of business entity filing form, and the city, state and country of the business entity's place of business.

System Innovators

Jacksonville, FL United States

**2** Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

26759

Interface of iNovah System

**4**

| Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5** Check only if there is NO Interested Party. ☒

**6** UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

# EXHIBIT B-1

November 20, 2024

**Fort Bend County**
**COUNTY AUDITOR**
**301 JACKSON**
**RICHMOND, TX 77469**

**RE: Sole Source Letter**

System Innovators' cashiering and revenue management software, iNovah, is an application available exclusively from System Innovators for payment processing. The proprietary source code for iNovah is custom designed and developed by System Innovators specifically to meet Fort Bend County's payment processing needs. As the sole manufacturer and provider of iNovah, System Innovators is the only possible source of support and installation for the iNovah application code and the transfer of any and all customizations to future upgrades and versions of iNovah.

In addition, since System Innovators is the Sole Source for iNovah, maintenance can only be obtained/performed through System Innovators a division of N. Harris Computer Corporation in order to remain under warranty and be guaranteed.

We look forward to our continued work with Fort Bend County.

Sincerely,

Kim Sobkowich
Account Manager
ksobkowich@harriscomputer.com
(904) 547-1534

# EXHIBIT C-1

# innovators SYSTEM

Remit To: System Innovators, a division of N Harris Corporation
PO Box 74007259
Chicago, IL 60674-7259

**Bill to**

Fort Bend County
COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469
United States

**Ship to**

Fort Bend County
COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469
United States

| PO Number | Customer No. | Salesperson ID | Shipping Method | Payment Terms |
|---|---|---|---|---|
| 189432 | FOR72 | | DELIVERY | 1/1/2025 |

| Ordered | Item Number | Description | Unit Price | Ext Price |
|---|---|---|---|---|
| 1.00 | NOTE | Software Support | US$0.00 | US$0.00 |
| 1.00 | SI MAINT | iNovah - SWS: 1/1/2025 to 12/31/2025 | US$36,525.95 | US$36,525.95 |
| 1.00 | SI MAINT | Lawson GL Export-SWS: 1/1/2025 to 12/31/2025 | US$5,097.41 | US$5,097.41 |
| 1.00 | SI MAINT | Lawson A/R Export -SWS: 1/1/2025 to 12/31/2025 | US$3,576.63 | US$3,576.63 |
| 1.00 | SI MAINT | AR Account Inquiry Lookup -SWS: 1/1/2025 to 12/31/2025 | US$3,576.63 | US$3,576.63 |
| 1.00 | NOTE | Third Party | US$0.00 | US$0.00 |
| 1.00 | SI - TPM | EMV Direct - TPM: 1/1/2025 to 12/31/2025 | US$9,526.53 | US$9,526.53 |

Invoice Questions? Please call Evelyn Campbell at 1-888-847-7747 ext 2264 OR e-mail
ar_si@harriscomputer.com

| | |
|---|---|
| Subtotal | US$58,303.15 |
| Misc | US$0.00 |
| Tax | US$0.00 |
| Freight | US$0.00 |
| Trade Discount | US$0.00 |
| Total | US$58,303.15 |