

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO HARRIS RECORDING SOLUTIONS MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

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 Harris Recording Solutions, ("HRS"), an unincorporated business unit of Manatron, Inc., a company authorized to conduct business in the State of Texas, (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted HRS's Master Agreement for Licensed Software, Hardware and Services (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of a license for software programs, hardware and support (the "Services"); and

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

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

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(7) of the Texas Local Government Code, exempts from competitive bidding contracts that may be obtained from only one source; and

WHEREAS, HRS is the sole source provider of the Services as indicated by the letter, attached hereto as Exhibit "B" and incorporated fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a sole source agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective as of October 1, 2024, and shall expire no later than September 30, 2025, unless terminated sooner pursuant to the terms of this Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties. The parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.

2. **Scope of Services.** Subject to this Addendum, County shall purchase from HRS a license for software programs, hardware and support (the "Services"), as described in the Master Agreement attached hereto as Exhibit "A," and incorporated fully by reference. In the case of conflict between Exhibit A and this Addendum, the Exhibit shall control.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. HRS may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. Notwithstanding the forgoing, such non-appropriations shall not extinguish or otherwise absolve the County in its obligations to pay for any work completed by HRS prior to the termination of the Agreement under this Section 3. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
4. **Limit of Appropriation.** HRS clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Forty-eight Thousand, Five Hundred Thirty-five and 70/100 dollars (\$148,535.70), specifically allocated to fully discharge any and all liabilities County may incur. HRS does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that HRS may become entitled to and the total maximum sum that County may become liable to pay to HRS shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Forty-eight Thousand, Five Hundred Thirty-five and 70/100 dollars (\$148,535.70). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties. The County further clearly understands that if the County requests work from HRS, wherein the performance of such would increase the liabilities the County would incur to be greater than One Hundred Forty-eight Thousand, Five Hundred Thirty-five and 70/100 dollars (\$148,535.70), that HRS shall not perform such work, and shall be absolved of any such liability under this Addendum or the Agreement for such lack of performance, until such time as the County provides HRS evidence of additional appropriations to cover such shortfall, and this Addendum is amended to reflect the new appropriation value. At such time that the County and HRS execute such amendment, HRS shall begin to commence said work.
5. **Public Information Act.** HRS 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 HRS 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.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless HRS for any reason are hereby deleted.

7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue for all legal actions or proceedings arising out of or relating to this Agreement are the state and federal courts with jurisdiction over Fort Bend County, Texas, 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 HRS in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, HRS hereby verifies that HRS 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, HRS 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, HRS 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, HRS does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, HRS 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.** HRS may use County's name without County's prior written consent only in any of HRS's customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** HRS warrants to County that HRS has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and HRS 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.
13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
17. **Assignment and Delegation.**
- 17.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent..
- 17.2. Neither party may delegate any performance under this Agreement.
- 17.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
- 17.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
18. **Successors and Assigns.** County and HRS bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
19. **Compliance with Laws.** HRS 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.

20. Termination.

20.1. Termination for Convenience. In addition to the termination provisions in Exhibit A, County may terminate this Agreement at any time upon ninety (90) days written notice.

21. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

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

- 26.1 HRS 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.
- 26.2 HRS will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. HRS will not access County Systems via unauthorized methods.
- 26.3 HRS's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- 26.4 Remote access is restricted only to County Systems necessary for HRS to provide Services to County pursuant to this Addendum.
- 26.5 HRS will allow only its Workforce approved in advance by County to access County Systems. HRS will promptly notify County whenever an individual member of HRS's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. HRS will keep a log of access when its Workforce remotely accesses County Systems. HRS 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.
- 26.6 If any member(s) of HRS's Workforce is provided with remote access to County Systems, then HRS'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.
- 26.7 Failure of HRS to comply with this Section may result in HRS and/or HRS's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- 26.8 For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for HRS, is under the direct control of HRS, whether or not they are paid by HRS and who have direct or incidental access to County Systems.
- 26.9. For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George,
County Judge

Date

HARRIS RECORDING SOLUTIONS

Angela Keeton

Authorized Agent – Signature

Angela Keeton

Authorized Agent- Printed Name

Executive Vice President

Title

2/7/2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 148,535.70 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: HRS's Master Agreement

Exhibit B: Sole Source Letter

Exhibit A

Master Agreement

**MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES**

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
HARRIS RECORDING SOLUTIONS, an unincorporated business unit of Manatron, Inc. ("HRS")	FORT BEND COUNTY, TEXAS ("Customer")
Attention: Angela Keeton Telephone No.: 469-663-2851 E-mail Address: akeeton@harriscomputer.com	Attention: Telephone No.: E-mail Address:

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which Harris Recording Solutions shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules 2024-1 and all future Schedules that reference the Master Agreement. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

HARRIS RECORDING SOLUTIONS

By: Angela Keeton
(Signature)

Its: Executive Vice President
(Typed or Printed Position)

Date: 2-7-2025

FORT BEND COUNTY, TEXAS

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Date: _____

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Date: _____

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Date: _____

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.2.2.

"Compliance Update" means a change made to the Software to reflect a mandated change in an applicable Law.

"Computer System" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

"Customization" means any improvement, derivation, extension or other change to the Software made by HRS at the request of Customer, including any that result from the joint efforts or collaboration of HRS and Customer. HRS may, from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements."

"Database Software" means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"Documentation" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials, as may be updated or amended from time to time, and generally made available and provided by HRS for use with the Software.

"End User" means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. HRS may, in its sole discretion, designate an Enhancement as minor or major.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by HRS.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

"Installation" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"Installation Date" means the date on which HRS completes Installation of the Hardware at a location specified by Customer, or of the Software

or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"Law" means any state, county, or local statute, law, ordinance, or code applicable to a party in the performance of its obligations under this Agreement.

"Maintenance & Support Services" shall have the meaning set forth in Section 5.1.

"Minimum Requirements" means the minimum requirements for the Computer System as set forth on the associated Schedules or the Documentation. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by HRS.

"Notice of Completion" means: (a) if HRS is to provide implementation services, a written notice from HRS stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from HRS stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"Professional Services" means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by HRS under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Required Consent" means any consents or approvals required to give HRS and its subcontractors the right or license to access, use, or modify (including creating derivative works) the hardware, software, firmware and other products that Customer makes available to HRS for use to provide the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Customer will promptly obtain and provide to HRS all Required Consents necessary for HRS to provide the Services under this Agreement. Both parties will use commercially reasonable efforts to determine mutually acceptable "work arounds" should Customer be unable to provide such Required Consents. Ultimately, however, HRS will be relieved of the performance of any obligations that may be affected by Customer's failure to promptly obtain and provide any required consents to HRS.

"Schedule" and **"Schedules"** shall have the meanings set forth in Section 2.1.

"Seat" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

"Software" means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, Statutory Reports, and new Versions of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"Software Modification" has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement, and as "Enhancement" when made by HRS as part of the development or enhancement of the Software or Third-Party Software.

“Statutory Reports” means those reports provided by HRS that must be: a) automated compiled data reports (not forms, transmittals, cover letters, or correspondence. b) specifically mandated by State Law (not optional or desirable.). c) have all data content and format described in complete detail by mandating authority and d) all report data content must already be contained within the standard database by means of in-scope data conversion and/or generated by standard application features.

“Test Period” means the thirty (30) day period following (a) Customer’s receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

“Third-Party Software” means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

“Version” means any new version, release, adaptation, or modification of the Software, which may include major and minor Enhancements, Error Corrections, Compliance Updates, patches, and/or hot fixes. Versions are indicated by HRS’s standard Software numbering system.

“Web Hosting” means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES.

2.1 Schedule(s). HRS shall license the Software, provide the Hardware, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the “Schedule” and “Schedules”).

2.2 Conflicting Terms. Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

3. SOFTWARE LICENSE.

3.1 Grant. HRS grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

3.2 Acceptance Testing.

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify HRS in writing, and HRS shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time HRS is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to HRS and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes (“Acceptance”) upon the earliest of: (a) use of the Software by Customer for any purpose other than testing or (b) the Customer signs the Go-Live Authorization Deliverable Acceptance Statement.

3.3 Scope of Rights. Customer may:

3.3.1 Install the Software on the Designated Processor and may, upon prior written notice to HRS, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.3.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats

designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.3.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.3.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) HRS’s copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to HRS upon request. All copies that are made by Customer shall be the property of HRS.

3.3.5 Make copies of the Documentation for Customer’s internal use only, provided that HRS’s copyright and other proprietary legends are reproduced on each copy.

3.4 Restrictions. In addition to other restrictions set forth in this Agreement, Customer may not:

3.4.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.4.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.4.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.4.4 Without prior written approval of HRS, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.4.5 Without prior written approval of HRS, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.4.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.5 Title. HRS reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

3.6 Right to Audit. HRS shall have the right, within ten (10) days of HRS’s written request, during normal business hours and at times mutually agreed upon by HRS and Customer, to audit Customer’s use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to HRS of the underpayment.

3.7 Third-Party Software. Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer

under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

3.8 Tools; Customizations. Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. HRS shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE.

4.1 Delivery. If Hardware is provided to Customer under this Agreement, HRS shall coordinate delivery of the Hardware to Customer. HRS shall deliver all Hardware to Customer FOB Customer's location.

5. MAINTENANCE & SUPPORT SERVICES.

5.1 Scope. Provided that Customer is current in the payment of the applicable fees, HRS shall provide the following maintenance and support services:

5.1.1 Telephone Support. HRS shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. HRS may from time to time amend its holiday schedule upon at least sixty (60) days' prior notice to Customer.

5.1.2 Web Site. HRS shall maintain a web site that contains information concerning the Software and Maintenance & Support Services.

5.1.3 Error Corrections. HRS will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. HRS may from time to time amend its response policy upon at least sixty (60) days' prior notice to Customer.

5.1.4 Compliance Updates. HRS shall exercise due diligence and provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides HRS with timely written notification of such changes. Customer understands and agrees that HRS's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency and notification to HRS in a manner that provides HRS sufficient time to prepare and distribute the Compliance Update before the effective date of the change. HRS shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require a nominal technical effort by HRS. In such case, those updates will be included in the maintenance fees at no additional cost. All other compliance update effort by HRS shall be spread on an equitable basis across HRS's affected customer base, on a time and materials basis.

5.1.5 Versions. HRS shall provide Customer with new Versions of the Software. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System. The maintenance and support services described in Sections 5.1.1 through 5.1.5 above are herein collectively referred to as "Maintenance & Support Services" Provided that Customer is current in the payment of the applicable fee and not otherwise in breach of the Agreement, HRS shall provide Maintenance & Support Services for the current Version of the Software for the term described in Section 15.2 (Term of Maintenance & Support Services).

5.2 Customer Obligations.

5.2.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Maintenance & Support Services shall be made. HRS shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to HRS.

5.2.2 Customer shall implement and follow the reasonable written instructions of HRS regarding operation of the Software.

5.2.3 Customer shall comply with the applicable Documentation.

5.2.4 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

5.3 Third-Party Software Support. HRS shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If HRS is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.4 Hardware Maintenance. HRS may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. HRS is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from HRS or the attachment of third-party hardware or equipment to the Customer's Computer System. HRS is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.5 Services Outside Scope. The exclusions set forth in Section 10.4 shall apply to HRS's obligations to provide Maintenance & Support Services under this Section 5. Services provided by HRS that are not within HRS's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at HRS's then-current time-and-material charges, including travel and all other out-of-pocket expenses. HRS shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 5.5.

6. OTHER SERVICES.

6.1 Description. HRS shall provide Services (other than Maintenance & Support Services) as set forth in the applicable Schedule.

6.2 Implementation Services. The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by HRS:

6.2.1 Joint Development. HRS and Customer shall jointly develop the Implementation Plan using HRS's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.2.2 Amendments. HRS and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by HRS that are not within HRS's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6.2.3 Performance Dates.

6.2.3.1 Interdependencies of Dates. Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.2.3.2 Efforts. Each party agrees to use commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.2.3.3 Adjustments. To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 HRS Project Manager. HRS shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "HRS Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of HRS under the Schedule and who shall be the primary point of contact for HRS. HRS may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. HRS agrees that the HRS Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.5 Customer Project Manager. Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to HRS.

7. INSURANCE

7.1 Insurance Coverage. During the term of this Agreement, HRS shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than \$1,000,000
Data Processing Errors & Omissions.	\$3,000,000
Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising	1,000,000
Injury	
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000

7.2 Certificate. Upon request by Customer, HRS shall provide Customer with certificate(s) of insurance. HRS shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

8.1 License Fees. Customer shall pay HRS the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.2 Support Fees. Customer agrees to pay HRS the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually in advance, commencing on the date Go-Live. HRS shall have the right to increase the annual support fees for existing Software Versions upon prior written notice. Support fee increases shall not be arbitrary or unreasonable. In the event HRS provides Customer with any new software product or Version, HRS may publish and apply a revised Maintenance & Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.3 Other Services Fees. Unless otherwise stated in the applicable Schedule, Statement of Work, or mutually agreeable document, Customer shall pay all fees for Services (other than Maintenance & Support Services) on a time-and-material basis based on HRS's then-current rates and charges for the Services. HRS will bill other Services as used.

8.4 Hardware Fees. Customer agrees to pay HRS the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon shipment of the Hardware.

8.5 Reimbursable Expenses. Customer agrees to reimburse HRS for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by HRS in connection with the performance of Services. Meal expenses shall not exceed HRS's then-current per-diem amount.

8.6 Invoices/Acceptance. All invoices are due within 30 days of receipt or as specified in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify HRS in writing the reasons for such delay. All Professional Services provided against subsequent agreements and less than \$25,000 shall be invoiced upon signing of the related contract addendum, Letter of Authorization, Change Request, or related agreement. Unless otherwise agreed by both parties, HRS may apply any payment received to any delinquent amount outstanding.

8.7 Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides HRS with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by HRS, excluding any taxes based upon HRS's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, HRS shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay HRS for such tax liability within thirty (30) days after receiving written notice of such tax liability from HRS.

8.8 Penalties for Delay. Neither Customer nor HRS shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule.

8.9 Price Changes. If HRS utilizes a third-party Hardware Maintenance services provider, HRS shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. HRS shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by HRS upon thirty (30) days prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

9.1 Communications Equipment. At a minimum, Customer is required to provide HRS with access to their network over the Internet.

Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

9.2 Site Condition. Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

9.3 Records. Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

9.4 Computer Virus Protection. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. HRS shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 Security. Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. HRS shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

10. WARRANTIES.

10.1 Software. HRS warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. HRS agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, HRS warrants that any Enhancement, Compliance Update, and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update, and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. HRS's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 10.1, is the correction or replacement of any nonconformity. Customer shall provide HRS with written notice that nonconformity exists, and HRS shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. HRS warrants that the Software does not contain any disabling devices that would allow HRS to terminate operation of the Software. HRS further warrants that, to the best of its knowledge, the Software does not contain any viruses.

10.2 Services. HRS warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify HRS in writing of any breach of this warranty within thirty (30) days after completion of the Service. HRS's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-performance of the Service.

10.3 Third-Party Software; Hardware. HRS MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. HRS EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WILL INDEMNIFY HRS AND ITS AFFILIATES AGAINST DAMAGES THEY INCUR AS A RESULT OF A THIRD PARTY CLAIM ARISING FROM CUSTOMER'S USE OF THE THIRD-PARTY SOFTWARE.

10.4 Exclusions. HRS's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.4.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical

power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of HRS;

10.4.2 Problems and errors that HRS and/or Customer cannot reproduce;

10.4.3 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by HRS, or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

10.4.5 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at HRS's then-current time-and-material rates, plus travel related expenses.

10.5 Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. HRS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

11. CONFIDENTIAL INFORMATION.

11.1 Defined. As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions, and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as Confidential Information to the extent that it meets the requirements of the definition. Notwithstanding any provision in this Section 11.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of HRS.

11.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without HRS's prior written approval.

11.3 Exceptions. A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by

the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

12.1 Scope. HRS agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. HRS shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

12.2 Notice. Customer shall give HRS prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on HRS's rights in the Software. Customer will provide HRS reasonable cooperation in the defense of such claim or action or negotiations for its settlement.

12.3 Alternatives. HRS shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, HRS may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a five-year, straight-line method of calculation.

12.4 Exclusions. HRS shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of HRS; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

12.5 Sole Remedy. This Section 12 states HRS's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

13. LIMITATIONS OF LIABILITY.

13.1 Limitation and Disclaimer. HRS'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE (B) THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE OR (C) FOLLOWING THE COMPLETION OF THE INITIAL TERM OF THE AGREEMENT SHALL NOT EXCEED ONE (1) TIMES THE AMOUNT PAID UNDER THE APPLICABLE SCHEDULE IN THE TWELVE MONTH PERIOD PRECEDING THE CLAIM.. IN NO EVENT SHALL HRS BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST"), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT HRS HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. THIRD-PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule, HRS shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless HRS against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

15. TERM.

15.1 Term of Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16.

15.2 Term of Maintenance & Support Services. Unless otherwise provided in the applicable Schedule, Maintenance & Support Services for Software shall commence upon Go-Live as defined in the Schedules or Statement of Work, as applicable, and shall continue for an initial term of thirty-six (36) months. Maintenance & Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination One Hundred Eighty (180) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Maintenance & Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee and any other applicable fees.

15.3 Term of Hardware Maintenance Services. Unless specifically identified in the Maintenance & Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

15.4 Term of Other Services. The term for Services (other than Maintenance & Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

16. TERMINATION.

16.1 By Either Party. Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

16.1.1 Breaches its confidentiality obligations under this Agreement;

16.1.2 Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;

16.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

16.2 By Customer. In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To affect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide HRS with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed HRS under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer agrees to grant HRS a right of first refusal to continue under the terms of this contract for a

period of two (2) years from the date of exercising this Section 16.2. If funds should not become available with two (2) years of said date, Customer shall be free to contract with HRS or any other available source when they do become available.

16.3 Effect of Termination. The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer shall certify such action in writing to HRS within one (1) month after the termination date. If Customer terminates a Schedule for Maintenance & Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, HRS shall return all data supplied by Customer in a format reasonably requested by Customer (other than HRS's proprietary format) upon payment of HRS's then-current fee for this service.

16.4 Survival of Certain Obligations. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement until fulfilled.

17. DISPUTE RESOLUTION.

17.1 Informal Dispute Resolution. If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

18. GENERAL.

18.1 Customer List; Publicity. Customer authorizes HRS to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Maintenance & Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, HRS may publicly refer to Customer (by name only) as being a customer of HRS, and only in relation to this Agreement except as otherwise authorized by Customer.

18.2 Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

18.3 Notices.

18.3.1 Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

18.3.2 Receipt. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business

day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.3.3 Contact Person. Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

18.4 Technology Life Expectancy. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that HRS will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, HRS does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by HRS will function for an indefinite period of time. Rather, HRS and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Version, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

18.5 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

18.6 Statute of Limitations. No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

18.7 Injunctive Relief. HRS and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to seek injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

18.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's state of domicile.

18.9 Assignment. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, HRS may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with HRS's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of HRS or any similar business transaction.

18.10 Severability. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

18.11 Counterparts. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18.12 Subcontractors. HRS reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. HRS shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

18.13 Independent Contractor. The relationship of HRS to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

18.14 Waiver. No delay or failure by either party to take any action or assert any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, nor shall any express waiver constitute a continuing waiver. The waiver by either party at any time, expressed or implied, of any breach or attempted breach of the obligations set forth in this Agreement shall not be deemed a waiver of or consent to any subsequent breach or attempted breach of the same or any other type..

18.15 Executable by Facsimile. Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

18.16 Non-Discrimination. HRS, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

18.17 Entire Agreement. This Agreement embodies the entire agreement and understanding between HRS and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning: (i) estimated completion dates, hours, or charges to provide any Service; (ii) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties); (iii) the experiences or recommendations of other parties; or (iv) results or savings Customer may achieve, shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on HRS.

APPENDIX A

RESPONSE POLICY

HRS shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to HRS. HRS may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay HRS for that support on a time-and-materials basis at HRS's then current rates. The priority codes and responses are as follows:

Priority	Definition/Impact	Support Response
1 – Critical (System Down)	A system-wide problem; one that prevents the Customer from continuing fundamental business processes and causes an immediate impact on Customer's business. No timely workaround exists	Upon receipt of a Priority 1, the Support Manager will be notified to ensure that appropriate resources are focused on the issue. HARRIS will use all commercially reasonable efforts to (i) Respond to Customer within one hour, indicating that HRS has received the report of the error; (ii) provide an initial status report to the Customer within 2 hours, and regularly communicate thereafter the status of the reported incident (iii) provide the appropriate modification, bug fixes and other changes to the Software as soon as reasonably possible
2 – High (Major Disrupt)	A problem that affects one or more modules of the system; a problem that prevents the Customer from performing an important function of the office's normal business process. A workaround is not available.	HRS will use all commercially reasonable efforts to (i) acknowledge receipt of the error within 4 hours of the report; (ii) verify the reported error and regularly communicate the status to the Customer; and (iii) provide the appropriate modification, bug fixes and other changes to the Software as soon as a fix has been determined. Priority 2 issues not resolved within metrics will be escalated to the Support Manager to determine next steps.
3 – Medium (Minor Disrupt or HW)	System feature or peripheral hardware purchased by HRS is malfunctioning or inoperative, but an alternative procedure exists to achieve business needs; a problem that impacts individual users or workstations (not system wide). The problem does not prevent operation of the software.	HRS will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within 1 business day of the report; and (ii) respond to the error within 30 days.
4 – Low (No Bus. Impact/Info Req)	Includes cosmetic issues such as misspellings, part of letters falling off the screen or report printouts, incorrect punctuations, etc.; also includes problems that happen intermittently, for which root causes are being determined or which cannot be reproduced. This category is also used to characterize information requests. The problem has no business impact.	HRS will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within 1 business day of the report; and (ii) consider addressing the issue in a future version or release.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR FORT BEND COUNTY, TEXAS

Schedule 2024-1 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services between Harris Recording Solutions and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES

Term	Software	Annual Maintenance	Bill Term
October 1, 2024 - September 30, 2025	Recorder System Support	47,422.94	Quarterly
October 1, 2024 - September 30, 2025	Public Access Support	25,413.57	Quarterly
October 1, 2024 - September 30, 2025	aiINDEX	24,850.70	Quarterly
October 1, 2024 - September 30, 2025	eRecording Support	24,328.27	Quarterly
October 1, 2024 - September 30, 2025	NetMinutes SW Support	11,208.04	Quarterly
October 1, 2024 - September 30, 2025	Service Level 4 Support	7,066.82	Quarterly
October 1, 2024 - September 30, 2025	Marriage License Maintenance	4,711.96	Quarterly
October 1, 2024 - September 30, 2025	Vital Records Support	3,533.41	Quarterly
	TOTAL	\$148,535.70	

ALL HARDWARE SUPPORT CALLS SHOULD BE DIRECTED TO THE HARDWARE MANUFACTURER. NO HARDWARE SUPPORT OR TIER-ONE DIAGNOSTICS WILL BE PROVIDED BY HRS. CUSTOMER MAY BE REQUIRED BY THE HARDWARE MANUFACTURER TO PROVIDE ONSITE ASSISTANCE VIA TELEPHONE FOR HARDWARE WARRANTY ISSUES.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence upon the date of term date and shall continue for an initial term of twelve (12) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date:

HARRIS RECORDING SOLUTIONS

By: Angela Keeton
(Signature)

Its: Executive Vice President
(Typed or Printed Position)

Date: 2-7-2025

FORT BEND COUNTY, TEXAS

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Date: _____

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Date: _____

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Date: _____

Exhibit B

Sole Source Letter



Harris Recording Solutions
2290 Lucien Way
Suite 125
Maitland, FL 32751
www.harrisrecordingsolutions.com

November 25, 2024

Laura Richards
Fort Bend County Clerk
301 Jackson Street
Richmond, TX 77469-3108

Re: Sole Source Letter

Dear Ms. Richard,

On behalf of Harris Recording Solutions, I wish to thank Fort Bend County for its continuing use of the Aumentum Recorder Software and Professional services.

Aumentum Recorder suite of records management software is currently deployed in the Fort Bend County Clerk's office.

We utilize a proprietary integration program to tightly integrate workflow processing within Aumentum Recorder under a common user interface. Support of these integrated components is available only through Harris Recording Solutions to Fort Bend County on a sole source basis. Enhancement and augmentation to the core software or its integration components may only be obtained from Harris Recording Solutions on a sole source basis. We do not support authorized distributor or dealership programs and supports the end users of our products directly.

In addition, we offer a menu of specialized services that utilize domain knowledge to access Aumentum Recorder software modules and program code.

If there are any questions on any of these software systems or services, contact Angela Keeton at akeeton@harriscomputer.com.

Thank you again for the opportunity to Fort Bend County.

Sincerely,

A handwritten signature in black ink that reads "Angela Keeton". The signature is written in a cursive, flowing style.

Angela Keeton
Executive Vice President
469.663.2851