

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

**ADDENDUM TO COBAN TECHNOLOGIES, INC. D/B/A SAFE FLEET'S AGREEMENT  
Pursuant to H-GAC Contract No. EF04-21 (SOQ/RFP)**

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 COBAN Technologies, Inc. d/b/a Safe Fleet, ("Safe Fleet"), 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 Safe Fleet's Quote (Quote: Q-73010), (referred to as the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified data migration, storage, and associated services (the "Services"); and

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

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

WHEREAS, the parties wish to utilize the Houston-Galveston Area Council ("H-GAC") Contract No. EF04-21, which is incorporated fully by reference for all purposes, for the purchase of the Services; and

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

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

## AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement is effective upon execution of both parties, and shall expire no later than five (5) years thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
3. **Scope of Services.** Subject to this Addendum, Safe Fleet will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of H-GAC Contract No. EF04-21. All performance of the Scope of Services by Safe Fleet including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoices. Safe Fleet may submit annual invoices electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). If County disputes charges related to any invoices submitted by Safe Fleet, County shall notify Safe Fleet 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. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

Mutually approved travel and mileage expenses incurred in the performance of required Services will be reimbursed to Safe Fleet to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy is incorporated fully by reference for all purposes and a copy will be provided to Safe Fleet upon request. Safe Fleet will not be reimbursed for costs in excess of those listed in the County's Travel Policy.

5. **Limit of Appropriation.** Safe Fleet 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 Ninety-Four Thousand, Two Hundred Eighteen Dollars and 00/100 (\$194,218.00), specifically allocated to fully discharge any and all liabilities County may incur. Safe Fleet does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Safe Fleet may become entitled to and the total maximum sum that County may become liable to pay to Safe Fleet shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Ninety-Four Thousand, Two Hundred Eighteen Dollars and 00/100 (\$194,218.00). 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. In no event shall said termination of this Agreement create a debt by County in any amount(s) in excess of those previously funded.
6. **Public Information Act and Open Meetings Act.** Safe Fleet 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 Safe Fleet shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such

marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

Safe Fleet expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Safe Fleet for any reason are hereby deleted. Safe Fleet shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Safe Fleet, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Safe Fleet or any of Safe Fleet's agents, servants or employees.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Safe Fleet in any way associated with the Agreement.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Safe Fleet hereby verifies that Safe Fleet 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, Safe Fleet 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, Safe Fleet 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, Safe Fleet does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, SAFE FLEET ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** Safe Fleet may use County's name without County's prior written consent only in any of Safe Fleet's customer lists, any other use must be approved in advance by County.
13. **Product Assurance.** Safe Fleet 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 Safe Fleet to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Safe Fleet 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 Safe Fleet's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Safe Fleet's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

14. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.
15. **Performance Warranty.** Safe Fleet warrants to County that Safe Fleet has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Safe Fleet 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.
- Safe Fleet warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and H-GAC Contract No. EF04-21.
16. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of H-GAC Contract No. EF04-21, then the terms and conditions of H-GAC Contract No. EF04-21 controls to the extent of the conflict.
17. **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.
18. **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.
19. **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.
20. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from Safe Fleet in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

**21. Assignment and Delegation.**

- 21.1. 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. All assignments of rights are prohibited under this subsection, whether

they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

21.2. Neither party may delegate any performance under this Agreement.

21.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

21.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

22. **Successors and Assigns.** County and Safe Fleet 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.

23. **Personnel.** Safe Fleet 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 Safe Fleet 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.

When performing Services for the County, Safe Fleet shall comply with, and ensure that all Safe Fleet Personnel comply with, all rules, regulations and policies of County that are communicated to Safe Fleet in writing, including security procedures concerning systems and data and remote access thereto, and 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.

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

25. **Confidential Information.** Safe Fleet 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 Safe Fleet 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 Safe Fleet 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 Safe Fleet) publicly known or is contained in a publicly available document; (b) is rightfully in Safe Fleet's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Safe Fleet who can be shown to have had no access to the Confidential Information.

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

Safe Fleet 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. Safe Fleet 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.

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

## **26. Termination.**

26.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

- 26.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
- (a). If Safe Fleet fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
  - (b). If Safe Fleet 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.
- 26.3. If, after termination, it is determined for any reason whatsoever that Safe Fleet was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 26.1 above.
- 26.4. Upon termination of this Agreement, County shall compensate Safe Fleet in accordance with § 4, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Safe Fleet's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 4 above.
- 26.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Safe Fleet. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 26.6. Upon termination of this Agreement for any reason, if Safe Fleet has any property in its possession belonging to County, Safe Fleet will account for the same, and dispose of it in the manner the County directs.
27. **Independent Contractor.** In the performance of work or services hereunder, Safe Fleet 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 Safe Fleet or, where permitted, of its subcontractors. Safe Fleet 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.
28. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to



refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

29. **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.

30. **Insurance.**

A. Prior to commencement of the Services, Safe Fleet 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. Safe Fleet shall provide certified copies of insurance endorsements and/or policies if requested by County. Safe Fleet 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. Safe Fleet shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

- (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank

account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.

(2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Safe Fleet shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
  - C. If required coverage is written on a claims-made basis, Safe Fleet warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
  - D. Safe Fleet shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
  - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
  - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Safe Fleet.
31. **Remote Access.** As applicable, if Safe Fleet requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Safe Fleet's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Safe Fleet is granted remote access to County Systems:
- (A). Safe Fleet will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.

- (B). Safe Fleet will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Safe Fleet will not access County Systems via unauthorized methods.
- (C). Safe Fleet'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 Safe Fleet to provide Services to County pursuant to this Agreement.
- (E). Safe Fleet will allow only its Workforce approved in advance by County to access County Systems. Safe Fleet will promptly notify County whenever an individual member of Safe Fleet's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Safe Fleet will keep a log of access when its Workforce remotely accesses County Systems. Safe Fleet 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 Safe Fleet's Workforce is provided with remote access to County Systems, then Safe Fleet'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 Safe Fleet to comply with this Section may result in Safe Fleet and/or Safe Fleet'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 Safe Fleet, is under the direct control of Safe Fleet, whether or not they are paid by Safe Fleet 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).

## 32. Notices.

- 32.1. 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), or nationally recognized overnight courier (with all fees prepaid).

- 32.2. 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:

County: Fort Bend County Information Technology Department  
Attn: Information Technology Director  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street  
Richmond, Texas 77469

Contractor: COBAN Technologies, Inc. d/b/a Safe Fleet  
Attn: \_\_\_\_\_  
11375 W. Sam Houston Parkway S, #800  
Houston, Texas 77031

- 32.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 32.1 and 32.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

32.3.1. 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.

32.3.2. 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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

**FORT BEND COUNTY**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie  
Information Technology Department

**COBAN TECHNOLOGIES, INC.**

**D/B/A SAFE FLEET**

J. Mark Griffin  
Authorized Agent – Signature

J. Mark Griffin  
Authorized Agent- Printed Name

Vice President

Title

03/27/2025

\_\_\_\_\_  
Date

#### AUDITOR'S CERTIFICATE

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: Safe Fleet's Quote (Quote: Q-73010)

I:\AGREEMENTS\2025 Agreements\IT\Safe Fleet (25-IT-100583)\Addendum to COBAN Technologies, Inc.'s Agreement.docx aw

# Exhibit A



Quote: Q-73010  
 Budgetary  
 Contract: Not Applicable  
 Date: 3/7/2025, 1:39 PM  
 Expires On: 5/6/2025

COBAN Technologies, Inc.  
 9411 S. Sam Houston Parkway W. #300  
 Missouri City, Texas 77489  
 United States

Phone: (281) 925-0488  
 Fax: (281) 925-0535  
 Email: SFLE-Sales@safefleet.net

Ship To  
 Andy Patti  
 Fort Bend County Sheriff's Office (Richmond, TX)  
 230 Legion Dr  
 Richmond Texas 77469  
 United States  
 281-341-4676  
 andy.patti@fortbendcountytexas.gov

Bill To  
 Fort Bend County Sheriff's Office (Richmond, TX)  
 230 Legion Dr  
 Richmond Texas 77469  
 United States

End User  
 Fort Bend County Sheriff's Office (Richmond, TX)  
 230 Legion Dr Richmond Texas

HGAC EF04-21

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Alley	x	richard.alley@safefleet.net		Net 30

YEAR 1 NEXUS migration of video  
 evidence from DES server to NEXUS  
 CLOUD Storage

Minimum storage of 50 TB  
 Storage only NO ACTIVE recording devices

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0635349	CL-01-08	NEXUS LEGACY SUPPORT - YEAR 1 <ul style="list-style-type: none"> <li>• Archive video evidence</li> <li>• Cloud access</li> <li>• Cloud storage</li> <li>• No DVD archived evidence included</li> </ul>	USD 768.00	56	USD 43,008.00
QL-0635244	LSET-17	BACKOFFICE SETUP PACKAGE A Includes: <ul style="list-style-type: none"> <li>• 2 Days remote and on-site project deployment</li> <li>• Back office configuration and setup</li> <li>• Admin and User Training</li> </ul> Project Deployment, Single Platform On-site / Remote Project Implementation	USD 3,151.00	1	USD 3,151.00
QL-0635249	LSRV-08	PROFESSIONAL SERVICES / HR.	USD 175.00	21	USD 3,675.00
YEAR 1 NEXUS migration of video evidence from DES server to NEXUS CLOUD Storage TOTAL:					USD 49,834.00

YEAR 2 NEXUS migration of video  
 evidence from DES server to NEXUS  
 CLOUD Storage

Minimum storage of 50 TB  
 Storage only NO ACTIVE recording devices

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0635375	CL-01-08	NEXUS LEGACY SUPPORT - YEAR 2 <ul style="list-style-type: none"> <li>• Archive video evidence</li> <li>• Cloud access</li> <li>• Cloud storage</li> <li>• No DVD archived evidence included</li> </ul>	USD 768.00	47	USD 36,096.00
YEAR 2 NEXUS migration of video evidence from DES server to NEXUS CLOUD Storage TOTAL:					USD 36,096.00

## NEXUS SUBSCRIPTION

Minimum storage of 50 TB  
Storage only NO ACTIVE recording devices

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0635376	CL-01-08	NEXUS LEGACY SUPPORT - YEAR 3 <ul style="list-style-type: none"> <li>• Archive video evidence</li> <li>• Cloud access</li> <li>• Cloud storage</li> <li>• No DVD archived evidence included</li> </ul>	USD 768.00	47	USD 36,096.00
NEXUS SUBSCRIPTION TOTAL:					USD 36,096.00

## NEXUS SUBSCRIPTION

Minimum storage of 50 TB  
Storage only NO ACTIVE recording devices

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0635377	CL-01-08	NEXUS LEGACY SUPPORT - YEAR 4 <ul style="list-style-type: none"> <li>• Archive video evidence</li> <li>• Cloud access</li> <li>• Cloud storage</li> <li>• No DVD archived evidence included</li> </ul>	USD 768.00	47	USD 36,096.00
NEXUS SUBSCRIPTION TOTAL:					USD 36,096.00

## NEXUS SUBSCRIPTION

Minimum storage of 50 TB  
Storage only NO ACTIVE recording devices

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0635378	CL-01-08	NEXUS LEGACY SUPPORT - YEAR 5 <ul style="list-style-type: none"> <li>• Archive video evidence</li> <li>• Cloud access</li> <li>• Cloud storage</li> <li>• No DVD archived evidence included</li> </ul>	USD 768.00	47	USD 36,096.00
NEXUS SUBSCRIPTION TOTAL:					USD 36,096.00

**TOTAL:** USD 194,218.00

## Terms &amp; Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above \$2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.

9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

Applicable Terms. By signing this quote (the "Quote") (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by



or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the “Accompanying Agreement”), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) (“Additional Terms”), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at [safefleet.net/v-and-t-general-terms](https://safefleet.net/v-and-t-general-terms) (as may be updated or amended by Safe Fleet from time to time in its discretion, the “Ts&Cs”), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

**Conflicts.** Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or “battle of the forms,” in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a “Conflict”) between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a “Provision”) of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

**Sole Warranties.** The warranties applicable to the products, services, and other matters set forth herein are available at [https:// www.safefleet.net/product-and-service-warranties](https://www.safefleet.net/product-and-service-warranties) (the “Warranty Documentation”). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

**Invoicing and Purchase Orders.** This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer’s issuance of any such Purchase Order, or failure to issue same, shall not affect in any manner Safe Fleet’s ability to invoice Customer (or Safe Fleet’s right to payment of such invoice) as provided herein.

**Agency Responsibilities.** Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer’s, and all Customer End Users’, configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users), complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User’s access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an

unauthorized party may be using Customer's account or Customer Data, or that account information may have been lost or stolen.

**Customer Data After Termination – Applicable to Software Services Only.** Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

**Post-Termination Assistance – Applicable to Software Services Only.** Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including requests for Safe Fleet's data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

**Customer Sharing of Customer Data – Applicable to Software Services Only.** Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient's email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer's sharing of Customer Data with an inappropriate third party or Customer's inappropriate sharing of protected Customer Data).

The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

**This quote is for estimation purposes and is not a guarantee of cost for services. Quote is based on current information from client about the project requirements. Actual cost may change once project elements are finalized or negotiated. Client will be notified of any changes in cost prior to them being incurred.**

#### Safe Fleet Nexus Customer Subscription Agreement Additional Terms and Conditions

1. Term. This subscription is a five-year commitment by Customer, as follows: The Initial Term of this Agreement shall begin on the Effective Date (as defined below) and, unless renewed or earlier terminated as

provided in this Agreement, shall expire on the fifth anniversary of the Service Start Date (as defined below). “Effective Date” shall mean the earliest to occur of the following: (a) the date on which this Quote becomes fully executed by both Parties, (b) the effective date of the Accompanying Agreement (if any), (c) Safe Fleet’s acceptance of a Customer Purchase Order for any of the Software Services set forth in this Quote, or (d) the Service Start Date (as defined below). “Service Start Date” means the date Safe Fleet first makes available to Customer any of the Software Services set forth in this Quote. The Parties may renew this Agreement for additional years upon execution of a new quote or other written renewal executed by both Parties. New devices and services may require additional quotes and be subject to additional terms. Safe Fleet will not authorize, and will have no obligation to provide, any Services prior to the Effective Date.

2. Storage. Customer may store unlimited Customer Data in Customer’s cloud instance of the Software Services, provided that such Customer Data originates from a Safe Fleet in-car video system, Automated License Plate Reader (ALPR) solution, Safe Fleet body-worn camera, Safe Fleet Interview Room, or any other Safe Fleet authorized video/audio capture device (any of the foregoing, a “Safe Fleet Device”); and further provided that:

- (a) if this Quote sets forth per-GB (or other unit of storage) pricing for storage, then Safe Fleet may invoice Customer at such rate for all storage used;
- (b) if this Quote sets forth flat-fee pricing for storage, then Customer acknowledges and agrees that Safe Fleet’s ability to offer, and continue to offer during the Term, such pricing is conditioned on Customer transparently providing accurate and up-to-date information about Customer’s document retention policies and abiding by such policies during the Term; and, without limiting the foregoing:
  - (i) Customer will provide Safe Fleet a copy of its then-current document retention policy prior to signing this Agreement (the “Initial Policy”), which copy shall be complete, accurate, and up-to-date;
  - (ii) Customer will provide Safe Fleet a copy of any revised, updated, or otherwise modified version of its document retention policy (any of the foregoing, a “Revised Policy”) within 30 days of the effective date of such Revised Policy;
  - (iii) Customer will comply with each policy described in clauses 2(b)(i) and 2(b)(ii) at all times same is in effect during the Term;
  - (iv) If this Quote sets forth any storage cap or assumption, then Customer will not exceed same at any time during the Term;
  - (v) Customer will pay all Adjusted Fees (as defined below) within 30 days of receipt of invoice;
  - (vi) Customer will, within 10 business days of Safe Fleet’s request, provide all information and records reasonably requested by Safe Fleet from time to time during the Term in order to assess Customer’s compliance with any of the foregoing in clauses 2(b)(i) through 2(b)(v) inclusive;
  - (vii) Safe Fleet may, in its sole discretion, adjust the Fees payable in connection with this Agreement (and immediately invoice Customer for the difference between the Fees stated in this Quote and such increased Fees)--in an amount mutually agreed by the Parties, or, if the Parties do not mutually agree on such an amount within 30 days of Safe Fleet’s initial proposal to increase fees, then at the rate set forth above in this Quote (or, if no such rate is stated, at Safe Fleet’s then-current rate)--if (x) Customer breaches any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, or (y) Safe Fleet in good faith determines that any Revised Policy may increase Customer data usage assumed by Safe Fleet based on the Initial Policy (any Fees adjusted as provided in this paragraph, the “Adjusted Fees”); and
  - (viii) Safe Fleet may suspend any or all Software Services (including, for clarity, Customer’s access thereto) if Safe Fleet in good faith determines that Customer has likely breached, or is likely to breach, any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, until such time as Safe Fleet in good faith determines that Customer has remedied same, and, for clarity, Safe Fleet will have no liability for failing to provide Software Services during such time; and

(ix) Safe Fleet may terminate this Agreement, in whole or in part, upon no less than five business days' prior written (email being sufficient) notice if Customer breaches any of the foregoing in clauses 4(b)(i) through 4(b)(vi) inclusive.

(c) Safe Fleet may, in all cases, invoice Customer at the rate set forth above in this Quote (or, if no such rate is stated, Safe Fleet's then-current rate) for storage of any Customer Data that (i) did not originate from a Safe Fleet Device, or (ii) results from any full-shift recording policy or practice. Full-shift recording is not supported and is not included in the pricing offered herein; and

(d) Safe Fleet may place any or all Customer Data that Customer has not viewed or accessed for six months into archival storage; Customer Data in archival storage may not be immediately available to Customer and may take up to 24 hours to access.

3. Applicable Terms and Conditions. In addition to the Ts&Cs (currently available at [www.safefleet.net/v-and-t-general-terms](http://www.safefleet.net/v-and-t-general-terms)) and Warranty Documentation (currently available at [www.safefleet.net/product-and-service-warranties](http://www.safefleet.net/product-and-service-warranties)) referenced elsewhere in this Quote, this Quote is subject to and governed by, and hereby incorporates as if fully set forth herein, the following:

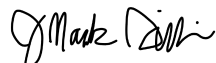
(a) for all orders subject to these Additional Terms and Conditions, the Safe Fleet Law Enforcement Division Service Level, Support, and Maintenance Agreement (currently available at [www.safefleet.net/support-and-maintenance-terms](http://www.safefleet.net/support-and-maintenance-terms)); and (b) to the extent this Quote sets forth any preventative maintenance services, the Safe Fleet Video & Telematics Preventative Maintenance Services Additional Terms & Conditions (currently available at [www.safefleet.net/pmprogram-additional-terms](http://www.safefleet.net/pmprogram-additional-terms)). In addition, the Parties may by mutual written agreement enter into one or more Statements of Work hereunder setting forth further detail regarding Services to be provided pursuant to this Agreement; all such Statements of Work (if any) shall be subject to the terms and conditions set forth in this Agreement. By signing this Quote (or, if this Quote is unsigned, the Accompanying Agreement), you represent that you are lawfully able to enter into contracts and have legal authority to bind the entity (including but not limited to company, municipality, or government agency) you represent.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Fort Bend County Sheriff's Office (Richmond, TX)

Signature:



Signature:

Printed Name:

J. Mark Griffin

Printed Name:

Title:

Vice President

Title:

Dated:

03/27/2025

Dated:

Purchase Order