

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO SOLID BORDER, INC.'S AGREEMENT
Pursuant to OMNIA Partners Contract #R191902

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 Solid Border, Inc., (“Solid Border”), 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 Solid Border's Quote, dated March 25, 2025, (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of a specified software subscriptions and associated items (collectively the "Services"); and

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

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

WHEREAS, the parties wish to OMNIA Partners Contract #R191902, 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 April 28, 2025, and shall expire no later than April 27, 2026, 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, Solid Border will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of OMNIA Partners Contract #R191902.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Solid Border may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges

related to the invoice submitted by Solid Border, County shall notify Solid Border 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.

5. **Limit of Appropriation.** Solid Border clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty-One Thousand, Three Hundred Fifty-Eight Dollars and 13/100 (\$51,358.13), specifically allocated to fully discharge any and all liabilities County may incur. Solid Border does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Solid Border may become entitled to and the total maximum sum that County may become liable to pay to Solid Border shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-One Thousand, Three Hundred Fifty-Eight Dollars and 13/100 (\$51,358.13). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Public Information Act and Open Meetings Act.** Solid Border 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 Solid Border 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.

Solid Border 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 Solid Border for any reason are hereby deleted. Solid Border 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 Solid Border, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Solid Border or any of Solid Border'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 Solid Border 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, Solid Border hereby verifies that Solid Border 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, Solid Border 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, Solid Border 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, Solid Border 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, SOLID BORDER 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.** Solid Border may use County's name without County's prior written consent only in any of Solid Border's customer lists, any other use must be approved in advance by County.
13. **Product Assurance.** Solid Border 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 Solid Border to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Solid Border 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 Solid Border's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Solid Border'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. **Performance Warranty.** Solid Border warrants to County that Solid Border has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Solid Border 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.

Solid Border 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 OMNIA Partners Contract #R191902.

15. **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 OMNIA Partners Contract #R191902, then the terms and conditions of OMNIA Partners Contract #R191902 controls to the extent of the conflict.

16. **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.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. 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 Solid Border 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.
20. **Assignment and Delegation.**
 - 20.1. 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.
 - 20.2. Neither party may delegate any performance under this Agreement.
 - 20.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
 - 20.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
21. **Successors and Assigns.** County and Solid Border 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.

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

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

Solid Border 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. Solid Border 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.

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

24. **Independent Contractor.** In the performance of work or services hereunder, Solid Border 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 Solid Border or, where permitted, of its subcontractors. Solid Border 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.
25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
26. **Remote Access.** As applicable, if Solid Border requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Solid Border'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 Solid Border is granted remote access to County Systems:
- (A). Solid Border 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). Solid Border will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Solid Border will not access County Systems via unauthorized methods.
 - (C). Solid Border'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 Solid Border to provide Services to County pursuant to this Agreement.
 - (E). Solid Border will allow only its Workforce approved in advance by County to access County Systems. Solid Border will promptly notify County whenever an individual member of Solid Border's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Solid Border will keep a log of access when its Workforce remotely accesses County Systems. Solid Border

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 Solid Border's Workforce is provided with remote access to County Systems, then Solid Border'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 Solid Border to comply with this Section may result in Solid Border and/or Solid Border'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 Solid Border, is under the direct control of Solid Border, whether or not they are paid by Solid Border and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

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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

SOLID BORDER, INC.

Roberto C. Hofmann
Authorized Agent – Signature

Roberto C. Hofmann
Authorized Agent- Printed Name

Orders & Contracts Manager
Title

5/1/2025
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: Solid Border's Quote, dated March 25, 2025

Exhibit A



QUOTE FOR Arthur Lattimore
Fort Bend County
500 Liberty Street
Richmond TX 77469
United States
arthur.lattimore@fortbendcountytx.gov

DATE 03/25/2025

QUOTE # 6006843

CONTACT Traci Thurwalker
(281) 543-9214
traci@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800-887-9974



PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	TSC	Tenable.sc - Scanner(s) Included - Annual Subscription Term: 12 months. IP Bands: 3000	1	\$52,000.00	\$44,590.00	\$44,590.00
2	TSC-STNDC	Standard Tenable.sc console Term: 12 months	1	\$0.00	\$0.00	\$0.00
3	SERV-NES	Nessus Professional - On Premise - Annual Subscription Term: 12 months	1	\$3,990.00	\$3,890.25	\$3,890.25
4	AGT-OPS	Tenable.sc Agents - On Premise (For Subscription SC/CV) Term: 12 months	1	\$0.00	\$0.00	\$0.00
5	AGT-CSS	Tenable.sc Agents - Cloud Service (For Subscription SC/CV) Term: 12 months	1	\$24,500.00	\$2,877.88	\$2,877.88
CID: 899189						
Support to run 04/28/2025 through 04/27/2026						
SUBTOTAL						\$51,358.13
SHIPPING						\$0.00
TAX (%)						\$0.00
TOTAL						\$51,358.13

QUOTE EXPIRES 03/31/2025

TERMS Net 30.
Payment via credit card may incur a 4% processing fee.

EMPLOYER ID # EIN # 33-1009121

REMIT TO Solid Border, Inc.
1806 Turnmill St
San Antonio TX 78248
United States

By issuing a purchase order referencing the Quote number above, Customer acknowledges and agrees that use of the products and/or services listed herein are governed by the applicable terms and conditions listed below unless the parties have an applicable fully executed agreement or addendum thereto which governs this purchase.

Solid Border, Inc. Terms and Conditions

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This order is non-refundable and non-cancellable.

For agreements with a term longer than 1-year, Customer is obligated to fulfill all additional payments for the term listed above. Multi-year commitments are binding.

Modifications to this agreement must be approved in writing by Solid Border, Inc.

If this Quote includes any of the following products and/or services, then they may be subject to auto-renewal by the manufacturer: BitSight, Cisco, Entrust, Mimecast, Proofpoint, or Rapid7. For auto-renewing products and/or services, if a purchase order for your renewal is not received by 45 days from the end of your current subscription term, then the auto-renewal will be cancelled, which may affect future pricing. Your current subscription will not be affected. A renewal quote can be generated prior to the end of your subscription term or by request.



SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD