

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO TRIEDATA INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and TRIEDATA Inc., ("TRIEDATA"), 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 TRIEDATA's Clerk E-Certify Services Order Form and Terms and Conditions (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified services concerning the generation and delivering of electronic certified official records (the "Services"); and

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

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

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

WHEREAS, TRIEDATA is the sole source provider of the Services as indicated by the letter dated January 13, 2025, attached hereto as Exhibit “B” and incorporated by fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement may be obtained from only one source 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; 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 three (3) 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, TRIEDATA will render Services to County as described in Exhibits A and B. All performance of the Scope of Services by TRIEDATA 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. TRIEDATA may submit invoices electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice(s) submitted by TRIEDATA, County shall notify TRIEDATA no later than twenty-one (21) days after the date County receives the invoice(s). If County does not dispute the invoice(s), then County shall pay each such approved invoice(s) 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.** TRIEDATA 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 Ninety-One Thousand, Five Hundred Twenty-Eight dollars and 00/100 (\$91,528.00), specifically allocated to fully discharge any and all liabilities County may incur. TRIEDATA does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that TRIEDATA may become entitled to and the total maximum sum that County may become liable to pay to TRIEDATA shall not under any conditions, circumstances, or interpretations thereof exceed Ninety-One Thousand, Five Hundred Twenty-Eight dollars and 00/100 (\$91,528.00). 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 or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
6. **Public Information Act and Open Meetings Act.** TRIEDATA 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 TRIEDATA 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.

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

TRIEDATA 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 Exhibits A and B.

15. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum 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. **Compliance with Laws.** TRIEDATA 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, TRIEDATA shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. 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.
20. **Confidential Information.** TRIEDATA 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 TRIEDATA 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 TRIEDATA 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 TRIEDATA) publicly known or is contained in a publicly available document; (b) is rightfully in TRIEDATA'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 TRIEDATA who can be shown to have had no access to the Confidential Information.

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

TRIEDATA 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. TRIEDATA 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.

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

21. Termination.

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

- 21.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
- (a). If TRIEDATA fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If TRIEDATA 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.
- 21.3. If, after termination, it is determined for any reason whatsoever that TRIEDATA 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 § 21.1 above.
- 21.4. Upon termination of this Agreement, County shall compensate TRIEDATA 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. TRIEDATA's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 4 above.
- 21.5. 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 TRIEDATA.
- 21.6. Upon termination of this Agreement for any reason, if TRIEDATA has any property in its possession belonging to County, TRIEDATA will account for the same, and dispose of it in the manner the County directs.
22. **Independent Contractor.** In the performance of work or services hereunder, TRIEDATA 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 TRIEDATA or, where permitted, of its subcontractors. TRIEDATA 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.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall TRIEDATA release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

24. **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.
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. **Dispute Resolution.**
- 26.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.
- 26.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.
- 26.3. Each party shall be responsible for its own costs associated with the mediation.
- 26.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.
- 26.5. TRIEDATA acknowledges that County is subject to the requirements of 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, the County will comply with the provisions of the Open Meetings Act.
27. **Remote Access.** As applicable, if TRIEDATA requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of TRIEDATA'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 TRIEDATA is granted remote access to County Systems:
- (A). TRIEDATA 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). TRIEDATA will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. TRIEDATA will not access County Systems via unauthorized methods.
- (C). TRIEDATA'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 TRIEDATA to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). TRIEDATA will allow only its Workforce approved in advance by County to access County Systems. TRIEDATA will promptly notify County whenever an individual member of TRIEDATA's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. TRIEDATA will keep a log of access when its Workforce remotely accesses County Systems. TRIEDATA 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 TRIEDATA's Workforce is provided with remote access to County Systems, then TRIEDATA'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 TRIEDATA to comply with this Section may result in TRIEDATA and/or TRIEDATA'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 TRIEDATA, is under the direct control of TRIEDATA, whether or not they are paid by TRIEDATA 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).

28. Notices.

- 28.1. 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).

- 28.2. 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: TRIEDATA Inc.
Attn: _____
701 Market Street, Suite, 111-109
Saint Augustine, Florida 32095

- 28.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 28.1 and 28.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

28.3.1. 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.

28.3.2. 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)

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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

TRIEDATA INC.

Raghunath Menon

Authorized Agent – Signature

Raghunath Menon

Authorized Agent- Printed Name

President & CEO

Title

June 3 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: TRIEDATA's Clerk E-Certify Services Order Form and Terms and Conditions; and
Exhibit B: TRIEDATA's sole source letter, dated January 13, 2025

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Exhibit A

TRIEDATA CLERK-E-CERTIFY SERVICES ORDER FORM

Customer: Fort Bend County	Contact: Mr. Jesus Acevedo	
Address: 1422 Eugene Heimann circle, Room 31004 Richmond, Texas 77469	Phone: (281) 633-7664	
	E-Mail: Jesus.Acevedo@fbctx.gov	
Services: Implementation of CLERK-E-CERTIFY System for generating and delivering electronic certified Court records (County Clerk) and Court records (District Clerk records) the "Service(s)".		
Service Fees for Online Customers: A service fee of \$6 per document, payable by the online customer, will be assessed to all online customers ordering through any online self-service portals, subject to the terms of Section TERMS AND CONDITIONS herein. Walk-in (County Clerk) : \$999 per month Walk-in (District Clerk) : \$999 per month Total implementation fee: \$10,600 Cryptographic device for County clerk (test environment): \$1,000 per device Cryptographic device for District clerk (test environment): \$1,000 per device Estimated travel cost: \$10,000 (optional)		Service Term: 3 <u>(Three)</u> Years
Service Capacity: Service fee for Clerk internal use: <ul style="list-style-type: none"> County Clerk's office can generate unlimited copies of certified documents for free for walk-in customers and non-paying state agencies utilizing Clerk eCertify platform District Clerk's office can generate unlimited copies of certified documents for free for walk-in customers and non-paying state agencies utilizing Clerk eCertify platform This service order includes two (2) data sources namely County Clerk data source and Court Clerk data source.		
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services).		
Payment terms: All overdue accrued and unpaid balance to be paid hereunder, when not paid within 30 calendar days of the due date therefor, shall entail a late fee at an interest rate equal to 1.5% per month or the maximum rate permitted by applicable law ("Late Fees") which shall accrue daily from the date such interest is due hereunder through and including the date of actual payment in full.		

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this _____ day of _____, 2025 (the “Effective Date”) between TRIEDATA Inc. with a place of business at 701 Market Street Suite 115 Saint Augustine, FL (“Company”), and Customer listed above (“Customer”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations, and use limitations.

TRIEDATA Inc.:

By: _____

Name: _____

Title: _____

Fort Bend County

By: _____

Name: _____

Title: _____

TERMS AND CONDITIONS

SAAS SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process of the CLERK-E-CERTIFY System, Company will configure an account within the TRIEDATA software system to electronically generate certified copies of County Clerk records and District Clerk records and provide the functionality to deliver the documents via email to online users.

Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

RESTRICTIONS AND RESPONSIBILITIES

1. Customer acknowledges that it, and not TRIEDATA, is offering the electronic certified records to its consumers, on Customer's terms, which will be displayed to the end Subscribers.
2. TRIEDATA shall design, configure, and deploy the CLERK-E-CERTIFY system according to the statement of work and at a cost to Customer specified in the section Scope of Work; (i) Perform user acceptance testing in partnership with Customer; (ii) offer a commercial certification service with the ability to generate electronic certified copies of County Clerk records and District Clerk records; (iii) Collect and promptly remit statutory fees for each electronic certified document to the Clerk's office directly or in partnership with other statewide agencies; (iv) Maintain, diagnose, and manage the CLERK-E-CERTIFY system in its own or partner data center(s); (v) Offer web access for Clerk's staff to generate Certified copies of instruments for Walk-in Customers.
3. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); or remove any proprietary notices or labels.
4. Customer agrees to (i) install digital certificate provided by Company, at a cost, including the cryptographic hardware; and (ii) agree to connect the cryptographic device to the computer system running Company's software module at all times; and (iii) provide access to Customer's data repository including image repository for the purpose of generating certified documents; and (iv) provide an email address and connectivity for Company's software system to send electronic documents to end users; and (v) keep current and valid copies of the digital certificate at all times; and (vi) agree to replace the digital certificate in case of a security breach or expiry of the certificate at their own cost.
5. Customer agrees to (i) Utilize Company provided online account on Company web site to generate certified copies of Records for all Walk-in customers and other internal purposes; and (ii) Agrees that the online account is a private account provided to the Customer for the sole purpose of generating electronic certified copies of Records for Walk-in customers at Customer's office premises; and (iii) Customer will protect its online account information and will not share this information with any third party; and (iv) Customer agrees to utilize the system for generating all certified document requests.
6. Customer agrees to (i) allow the Company to use their name and other identifying

information as part of their sales/marketing efforts; and (II) willing to provide reference upon request.

CONFIDENTIALITY; PROPRIETARY RIGHTS

1. Confidential Information. "Confidential Information" means trade secrets as defined in Section 134A.002(6), Texas "TUTSA" statutes, in any form relating to TRIEDATA's software and services provided hereunder that a reasonable person knows or reasonably should understand to be confidential. The Confidential Information subject to this agreement is protected by various federal and state laws as well as international treaty provisions, and TRIEDATA affirms that the Confidential Information is a trade secret as defined in Section 552.110, Texas Statutes. Pursuant to this, the Confidential Information shall be exempt from public disclosure under the provisions of Section 552.021, Texas statutes. Confidential Information as defined herein does not include information that was known to the receiving party prior to disclosure by the disclosing party, or information that becomes publicly available through no fault of the receiving party.
2. Customer shall own all right, title, and interest in and to Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
3. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without

limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (I) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data only according to the provisions of the Texas law regarding public records. No rights or licenses are granted except as expressly set forth herein.

PAYMENT OF FEES

1. Customer will pay Company the then applicable fees described in the Order Form for the Implementation Services in accordance with the terms herein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).
2. Company shall invoice the Customer for the implementation charges at the start of the implementation phase. Customer payment is required prior to ordering necessary cryptographic hardware.
3. Company reserves the right to charge a technology convenience fee of \$6 to all its XML/API users, subscribers and online users, for the convenience and use of the technology, and a credit card service fee for processing the payments using its own credit card processing capabilities or its partner's credit card processing facilities. Such fees will be displayed promptly during end user order creation.
4. Company agrees to collect the statutory fees, on behalf of Customer, for each certified copy requests per Texas statute and promptly remit

the funds to Customer's office through mutually established channels. Customer shall be responsible for all taxes associated with Services.

5. Company reserves the right to increase the technology convenience fee and annual maintenance fee at the end of each contract term. In the event of a price increase in the fee structure, Company shall provide Customer with thirty (30) days advance notice prior to the change.

TERM AND TERMINATION

1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner that minimizes errors and interruptions in the Services and shall

perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE

LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of law's provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

STATEMENT OF WORK

THE PROJECT

The statement of work defines the scope for implementing the CLERK-E-CERTIFY System in conjunction with the TRIEBRARY Electronic Gateway to generate and transmit electronic certified County court records and District court records to online users as well as Walk-in customers. Key functions of the system are:

1. Provide a web page for Clerk's staff to generate Certified copies of County court records and District court records for the benefit of Walk-in customers.
2. A web page for online users to request and receive certified copies of records by paying statutory fees and a technology convenience fees, using a credit card and receive the document via email.
3. Electronically retrieve image and data associated with the online request from Customer data repositories.
4. Utilize the cryptographic device to generate a tamper proof PDF document with an embedded digital signature of the Clerk of the Court.
5. Provide a mechanism to email the certified documents to the end user utilizing Customer provided email address and email servers.
6. Provide a mechanism for Customer to verify the electronic document.

SCOPE OF WORK

The CLERK-E-CERTIFY System shall include a digital document processing module capable of generating tamper proof documents in PDF format, with a digital signature embedded to verify the authenticity and authorship of the Custodian of the record. Components of the system will be hosted within Company's cloud servers and also within Customer's computing hardware as necessary.

The Clerk E-Certify System shall offer four major features namely (i) "Web service" to access Customer's data repository for retrieving digital images, and (ii) "Automated certification service" to affix a digital signature as a proof of the authenticity and authorship of the document; and (iii) "Automated email generation service" to send documents to end users utilizing Customer provided email server; and (iv) "Real-time Verification service" to verify the author and authenticity of the document.

WEB PAGE

The system shall offer the following functionality for Clerk's staff:

- Web page – Clerk's staff will be provided access to ClerkECertify.com web site to generate electronic certified copies of County Clerk records and District Clerk records for the benefit of Walk-in Customers.
- Select County Clerk records and District Clerk records – Clerk staff will have ability to select Court records repository and enter either the instrument number or Docket ID of the document.
- Integrated Email: Clerk's staff will have ability to email certified documents directly to the Consumers using Clerkecertify.com web site.

The system shall offer the following functionality for online users:

- Web page – Online Users are able to order certified copies of records using Company or partner web site(s).
- Select Court records document – Enter the instrument number associated with the instrument
- Pay fees – Pay statutory fees and convenience fees for the service
- Request delivery via email – Users are able to provide their email address for delivery and
- Download certified documents – Users are able to download requested documents electronically.

CREATE CERTIFIED DOCUMENTS

The system will be configured to retrieve documents from Customers image repository on demand. For each request (i) the system shall fetch the image files from the repository utilizing TRIEBRARY API; and (ii) create a cover page including a unique code and details related to the Customer request; and (iii) embed the unique code within each page of the image file; and (iv) using cryptographic device attached to the host computing platform, create a tamper proof document; and (v) embed a QR code for manual verification.

The system shall record information regarding all electronic requests to Customers database for future audit purposes.

DELIVER TAMPER PROOF DOCUMENTS

The System shall have ability to deliver tamper proof documents with following features:

- Online users can download the certified copy.
- System shall automatically email newly created documents to end users using the email address supplied by the end user, as well as utilizing Customer provided email server.
- Online users shall have ability to verify the status of their request by entering the unique reference code provided to them at the time of the request.

VERIFY DOCUMENTS

The System shall provide features to verify the authenticity and authorship of certified documents. Key features are:

- Electronic document verification: Online users can upload the original PDF file to Company web site, and the system shall verify whether the document has been tampered since it was issued by the system; and whether the document has originated from the publisher system.
- Hard copy verification: System shall provide features so that a hard copy document can be verified against the original data store either by entering the unique code associated with each instrument or scanning the QR code embedded within the cover page of the document.

IMPLEMENTATION CHARGES

Item	Description	Amount
1	Basic Implementation <ul style="list-style-type: none"> • Cryptographic hardware included • Cryptographic libraries included • CLERK-E-CERTIFY configuration and deployment 	\$10,600
2	Additional cryptographic devices (2) and software libraries for the test environment (optional)	\$2,000
3	Estimated travel cost (optional)	\$10,000
	TOTAL	\$22,600

- Cryptographic hardware and software library charges require advance payment
- All travel expenses related to the services will be billed to the Customer in actual. Customer approval will be secured prior to scheduling any travel.

ASSUMPTIONS

- CLERK-E-CERTIFY System functions are highly dependent on the availability of the TRIEBRARY electronic gateway. The system will not be available if TRIEBRARY electronic gateway is not available or unable to access the Court records information. Further, system availability is subject to the availability of Court records image repository and methods implemented for data access.
- This implementation is for two (2) data sources with one (1) for the District Clerk and one (1) for the County Clerk. District Clerk Court management system consists of One (1) Tyler Odyssey instance, access to which is provided by enabling Tyler Odyssey standard API data set. County Clerk data source consists of one(1) County court system powered by Tyler Odyssey system, access to which is provided by enabling Tyler Odyssey standard API data set and other integration methods as required.

- Company may utilize third party providers for providing credit card processing and order in-take process. Company is not responsible for any system outage due to non-availability of third-party systems.
- Customer has full control over its data and images and is responsible for providing access to its data and image(s) to the application.
- Customer shall provide a user name and password for sending certified copies of instruments to the end user. Further, it is assumed that the Customer email server supports either MS-Exchange web services or SMTP protocol for sending email messages.
- System implementation is highly dependent upon the access and configuration of existing Court Records system. Additional charges may incur if the Company's standard interface for Court System cannot be deployed due to any technical/functional restrictions imposed by the Customer's environment.
- The system will not be able to send any document exceeding the file size restrictions imposed by the sender or receiver email servers.
- Company supplied cryptographic hardware and cryptographic libraries are for One (1) license per deployment on one (1) Server or Node without VM (Virtual Machine), or one (1) VM (Virtual Machine) instance in a 'Production' environment.
- Clerk E-Certify system will not be able to process Certified Document request in cases where the existing Court system inhibits Clerk E-Certify system from accessing the images.
- Customer shall provide the images, logo's, seal and branded message featured in the email message as well as the Clerk E-Certify web site. Additional charges may apply in the event the Customer requires the Company to develop custom images, logo's, seal and other artifacts.
- Customer shall provide VPN, Remote Desktop or other remote access tools for implementation and support of the system.

EXHIBIT B

Support Terms

Company shall provide commercially reasonable customer support to Customer. At a minimum, a customer service contact shall be available to Customer throughout the Term and during regularly scheduled business hours, excluding federal holidays and weekends. TRIEDATA's sole and only obligation with respect to customer service for a Publisher Offering is to provide support for connectivity, technology and notification service monitoring.

TRIEDATA shall also offer professional services to assist the commercial Subscribers in testing, onboarding, training and mentoring and all other services as TRIEDATA deems appropriate in accordance with its own professional services terms at no additional cost to the Publisher.

Exhibit B



TRIEDATA

To,
The Purchasing Officer,
Fort Bend County
Richmond, TX 77469

01-13-2025



701 Market Street
Suite 115
Saint Augustine, FL
32095



616 308 0335



Raghunath.Menon@trie
data.com



Triedata.com

Dear Purchasing Officer,

This letter is to inform you that TRIEDATA Inc is the Sole Source of the following item(s) and/or Service(s):

Clerk e-Certify advanced electronic certification technology to generate self-validating, tamper-evident, electronic certified copies of local government documents.

The above-mentioned company or firm is the Sole Source of the item listed above, and no other company or firm sells or distributes such item(s) and/or service(s).

There is/are no other item(s) and/or service(s) available for purchase that would serve the same purpose or function.

Sincerely,

Raghunath Menon

X

Raghunath Menon
President & CEO