

defending, indemnifying, holding or saving harmless SHI for any reason are hereby deleted.

5. **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 SHI in any way associated with the Agreement.
6. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, SHI verifies SHI does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.252 Acknowledgment: By signature below, SHI represents pursuant to § 2252.152 of the Texas Government Code, that SHI is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
7. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
8. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, SHI 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.
9. **Conflict.** In the event there is a conflict between this Amendment and the Quotation Number 26887280, this Amendment controls. In the event there is a conflict between this Amendment and the terms and conditions of DIR Contract Number DIR-CPO-5688, then the terms and conditions of DIR Contract Number DIR-CPO-5688 controls to the extent of the conflict.
10. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

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

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

FORT BEND COUNTY

KP George, County Judge

Date

SHI GOVERNMENT SOLUTIONS, INC.

DocuSigned by:
Paul Linhardt

Authorized Agent – Signature

Paul Linhardt

Authorized Agent- Printed Name

Sr. Lead Contracts Specialist

Title

11/26/2025

Date

AUDITOR’S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A-1: Review Form – SHI Government Solution’s Inc.’s Quotation #: 25233614

Exhibit B-1: SHI’s Pricing Proposal (Quotation #: 26887280).

I:\AGREEMENTS\2024 Agreements\Purchasing\IT\SHI Government Solutions Inc (23-IT-100956-A1)\Amendment to SHI Government Solutions, Inc.'s Agreement.docx aw

EXHIBIT A-1



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

Fax (281) 341-4557

Attorney/Client Privileged Document

REVIEW FORM

On August 26, 2024, the County Attorney's Office reviewed the following:

SHI Government Solutions Inc.'s Quotation (Quotation #: 25233614) for a three year agreement in the initial amount of \$294,337.50 (total agreement in the amount of \$840,037.50), utilizing DIR Contract #DIR-TSO-4315.

Comments: Approved as to legal form provided that the Purchase Order contains the following:

1. **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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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.

2. **Human Trafficking.** BY ACCEPTANCE OF PURCHASE ORDER, CONTRACTOR 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.

3. **Remote Access.** By acceptance of Purchase Order, Contractor agrees that if Contractor requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Contractor’s product and/or 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 Contractor is granted remote access to County Systems:
 - A. Contractor will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County’s Director of Information Technology and Chief Information Officer.
 - B. Contractor will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Contractor will not access County Systems via unauthorized methods.
 - C. Contractor’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 Contractor to conduct their services and/or provide applicable product to County pursuant to this Agreement.
 - E. Contractor will allow only its Workforce approved in advance by County to access County Systems. Contractor will promptly notify County whenever an individual member of Contractor's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Contractor will keep a log of access when its Workforce remotely accesses County Systems. Contractor 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 Contractor’s Workforce is provided with remote access to County Systems, then Contractor’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 Contractor to comply with this Section may result in Contractor and/or Contractor’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 Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor 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).



Andrew Wipke
Assistant County Attorney

EXHIBIT B-1



Pricing Proposal
 Quotation #: 26887280
 Created On: 11/19/2025
 Valid Until: 12/5/2025

TX-County of Fort Bend Treasury

Clay Elliott

12919 Dairy Ashford Rd
 Ste 100
 Sugar Land, TX 77478-3285
 United States
 Phone: 281-341-4588
 Email: Clay.Elliott@fortbendcountytexas.gov

Client Solutions Manager

Lauren Simone

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-868-6210
 Email: lauren_simone@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Provides organizations with patented real-time data and autonomous endpoint management capabilities to manage IT and security risks. It provides operators with comprehensive visibility of their endpoint estate and a trusted single source of truth. Autono Tanium - Part#: TAN-CORE-PLUS-CLOUD Contract Name: immixTechnology, Inc Contract #: DIR-CPO-5688 Coverage Term: 10/30/2025 – 10/29/2026	550	\$42.00	\$33.1839	\$18,251.15
2 Designed to provide cross platform lifecycle management from a single console by providing visibility and control over endpoint assets whether on premises or in the cloud. The solution begins with provisioning new endpoints and continues through the lifec Tanium - Part#: TAN-EPMGMT-PLUS-CLOUD Contract Name: immixTechnology, Inc Contract #: DIR-CPO-5688 Coverage Term: 10/30/2025 – 10/29/2026	550	\$24.00	\$19.85	\$10,917.50
			Subtotal	\$29,168.65
			Shipping	\$0.00
			Total	\$29,168.65

Additional Comments

If you are receiving a Tanium product, your use of the product is governed by your existing customer or partner agreement with Tanium applicable to such product (the "Master Agreement"). If no Master Agreement is currently in place, the following terms will apply: (a) for evaluation or beta testing of on-premises software and cloud-based services, use is governed by Section 11 the End User License Agreement located at www.tanium.com/eula and the Tanium Subscription Agreement

located at <https://www.tanium.com/tanium-cloud-subscription-agreement>, respectively; (b) for commercial use on-premises, use is subject to the terms and conditions of the End User License Agreement located at www.tanium.com/eula; (c) for commercial use of cloud-based services, use is subject to the terms and conditions of the Tanium Subscription Agreement located at <https://www.tanium.com/tanium-cloudsubscription-agreement>; and (d) for use of Tanium-provided hardware, use is subject to the terms and conditions of the End User Hardware Agreement, located at www.tanium.com/hardware-terms-andconditions/. If you are receiving a third-party product from Tanium, your use is governed by the terms and conditions located at www.tanium.com/legal/ as applicable to the named third-party product

If you are receiving a Tanium product, your use of the product is governed by your existing customer or partner agreement with Tanium applicable to such product (the "Master Agreement"). If no Master Agreement is currently in place, the following terms will apply: (a) for evaluation or beta testing of on-premises software and cloud-based services, use is governed by Section 11 the End User License Agreement located at www.tanium.com/eula and the Tanium Subscription Agreement located at <https://www.tanium.com/tanium-cloud-subscription-agreement>, respectively; (b) for commercial use on-premises, use is subject to the terms and conditions of the End User License Agreement located at www.tanium.com/eula; (c) for commercial use of cloud-based services, use is subject to the terms and conditions of the Tanium Subscription Agreement located at <https://www.tanium.com/tanium-cloudsubscription-agreement>; and (d) for use of Tanium-provided hardware, use is subject to the terms and conditions of the End User Hardware Agreement, located at www.tanium.com/hardware-terms-andconditions/. If you are receiving a third-party product from Tanium, your use is governed by the terms and conditions located at www.tanium.com/legal/ as applicable to the named third-party product

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.