

County shall notify all necessary parties that the 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. County reserves the right to withhold payment pending verification of satisfactory work performed.

Mutually approved travel and mileage expenses incurred in the performance of required Services will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request. Receipts evidencing travel related expenditures made by CentralSquare or CentralSquare's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701, Richmond, TX 77469

4. **Limit of Appropriation.** CentralSquare 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 Four Hundred Thirty-Eight Thousand, Five Hundred Twelve and 57/100 dollars (\$438,512.57), specifically allocated to fully discharge any and all liabilities County may incur. CentralSquare does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that CentralSquare may become entitled to and the total maximum sum that County may become liable to pay to CentralSquare shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Thirty-Eight Thousand, Five Hundred Twelve and 57/100 dollars (\$438,512.57). 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.
5. **Public Information Act and Open Meetings Act.** CentralSquare 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 CentralSquare 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.

CentralSquare 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.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless CentralSquare for any reason are hereby deleted. CentralSquare 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 CentralSquare, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of CentralSquare or any of CentralSquare's agents, servants or employees. Notwithstanding anything to the contrary in the foregoing, if a loss, liability, claim, cause of action, or other expense is contributed to by the actions or omissions of County, or its employees, agents, or contractors, CentralSquare obligations under this Section shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to the 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 CentralSquare in any way associated with the Agreement.
8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to the Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
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, CentralSquare hereby verifies that CentralSquare 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, CentralSquare 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, CentralSquare 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, CentralSquare 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 the 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 the 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 the 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, CENTRALSQUARE 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. CentralSquare may use County's name without County's prior written consent only in any of CentralSquare's customer lists, any other use must be approved in advance by County.

13. Product Assurance. CentralSquare 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 CentralSquare to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. CentralSquare 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 CentralSquare's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and CentralSquare's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

14. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision to the contrary is hereby deleted.
15. **Performance Warranty.** CentralSquare warrants to County that CentralSquare has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and CentralSquare 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.

CentralSquare 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 Exhibit B.
16. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
17. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
18. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
19. **Electronic and Digital Signatures.** The parties to the Agreement agree that any electronic and/or digital signatures of the parties included in the Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
20. **County Data.** Nothing in the Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Upon termination of the Agreement or upon request by County, the County will be able to retrieve a copy of County data from CentralSquare in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

21. Assignment and Delegation.

21.1. Neither party may assign any of its rights under the Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

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

- 21.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
- 21.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
22. **Successors and Assigns.** County and CentralSquare bind themselves and their successors, executors, administrators and assigns to the other party of the Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of the Agreement.
23. **Property Damage.** In the event of loss, damage, or destruction of any property of County due to the negligence, misconduct, wrongful act or omission on the part of CentralSquare, its employees, agents, representatives, or subcontractors, CentralSquare shall pay the full cost of either repair, reconstruction, or replacement of the property, at County's sole election, such cost shall be due and payable by CentralSquare ninety (90) calendar days after the date of CentralSquare's receipt from County of a written notice of the amount due.
24. **Personnel.** CentralSquare represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that CentralSquare shall furnish and maintain, at its own expense, adequate and sufficient personnel, to perform the Services when and as required and without delays.

All employees of CentralSquare shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CentralSquare or agent of CentralSquare who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on-site at the County, CentralSquare shall comply with, and ensure that all CentralSquare Personnel comply with, all rules, regulations and policies of County that are communicated to CentralSquare in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

If CentralSquare utilizes subcontractors to perform Services pursuant to this Agreement, CentralSquare will remain solely responsible for the performance of its obligations under the Agreement.

25. **Compliance with Laws.** CentralSquare 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 the 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, CentralSquare shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. If a subsequently enacted law, statute, ordinance, rule or regulation, decrees of any courts or administrative bodies or tribunals imposes substantial additional costs on CentralSquare, CentralSquare may request an amendment to the Agreement in order to address such additional costs.

26. **Confidential Information.** CentralSquare acknowledges that it and its employees or agents may, in the course of performing their responsibilities under the Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by CentralSquare or its employees or agents from County in the performance of the 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 CentralSquare 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 CentralSquare) publicly known or is contained in a publicly available document; (b) is rightfully in CentralSquare'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 CentralSquare who can be shown to have had no access to the Confidential Information.

CentralSquare agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CentralSquare 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. CentralSquare 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, CentralSquare shall advise County immediately in the event CentralSquare 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 CentralSquare will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or CentralSquare against any such person. CentralSquare agrees that, except as directed by County, CentralSquare will not at any time during or after the term of the Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of the Agreement or at County's request, CentralSquare will promptly turn over to County all documents, papers, and other matter in CentralSquare's possession which embody Confidential Information.

CentralSquare 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. CentralSquare 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.

27. Termination.

- 27.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 27.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a). If CentralSquare fails to timely perform Services pursuant to the Agreement or any extension thereof granted by the County in writing;
 - (b). If CentralSquare materially breaches any of the covenants or terms and conditions set forth in the Agreement or fails to perform any of the other provisions of the Agreement or so fails to make progress as to endanger performance of the 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 thirty (30) calendar days after receipt of notice from County specifying such breach or failure.
- 27.3. If, after termination, it is determined for any reason whatsoever that CentralSquare 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 § 27.1 above.
- 27.4. Upon termination of this Agreement, County shall compensate CentralSquare in accordance with § 3, above, for those Services which were provided under the Agreement prior to its termination and which have not been previously invoiced to County. CentralSquare's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.
- 27.5. If County terminates the 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 CentralSquare.
- 27.6. If County terminates the Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 27.7. Upon termination of this Agreement for any reason, if CentralSquare has any property in its possession belonging to County, CentralSquare will account for the same, and dispose of it in the manner the County directs.

28. **Independent Contractor.** In the performance of work or services hereunder, CentralSquare 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 CentralSquare or, where permitted, of its subcontractors. CentralSquare and its agents, employees, officers, or volunteers shall not, by performing work pursuant to the 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.
29. **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 the Agreement.
30. **Third Party Beneficiaries.** The Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
31. **Severability.** If any provision of the Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of the Agreement for each party remain valid, binding, and enforceable.
32. **Dispute Resolution.**
 - 32.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the 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.
 - 32.2. 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.
 - 32.3. Each party shall be responsible for its own costs associated with the mediation.
 - 32.4. 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.
 - 32.5. CentralSquare 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.

33. Insurance.

A. Prior to commencement of the Services, CentralSquare shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, and that notice shall be provided in accordance with policy revisions. CentralSquare shall provide certified copies of insurance endorsements and/or policies if requested by County. CentralSquare shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. CentralSquare shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:
 - (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.
 - (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services,

including denial of service, unless caused by a mechanical or electrical failure

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

- B. County and the members of Commissioners Court shall be included as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of CentralSquare shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be included as an Additional Insured on a Primary & Non-Contributory basis.
 - C. If required coverage is written on a claims-made basis, CentralSquare warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. CentralSquare shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the CentralSquare.
34. **Remote Access.** CentralSquare requires the use of BeyondTrust or SecureLink for purposes of support, installation, integrations, configurations, and/or maintenance as applicable in accordance with the CentralSquare Access Management Policy attached to this Addendum as Exhibit C. County acknowledges and agrees to the use of BeyondTrust or SecureLink for remote access in accordance with Exhibit C. However, if CentralSquare requires different remote access other than as outlined in Exhibit C to County Systems for support, installation, integrations, configurations, and/or maintenance of CentralSquare'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 CentralSquare is granted remote access to County Systems:
- (A). CentralSquare 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). CentralSquare will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. CentralSquare will not access County Systems via unauthorized methods.
. CentralSquare'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 CentralSquare to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). CentralSquare will allow only its Workforce approved in advance by County to access County Systems. CentralSquare will promptly notify County whenever an individual member of CentralSquare's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. CentralSquare will keep a log of access when its Workforce remotely accesses County Systems. CentralSquare 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 CentralSquare's Workforce is provided with remote access to County Systems, then CentralSquare'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 CentralSquare to comply with this Section may result in CentralSquare and/or CentralSquare'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 CentralSquare, is under the direct control of CentralSquare, whether or not they are paid by CentralSquare 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).

35. Notices.

- 35.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to the Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of the 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).

- 35.2. 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: CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, Florida 32746
Attention: Legal/Contracts

- 35.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 35.1 and 35.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

35.3.1. 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.

35.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

FORT BEND COUNTY

CENTRAL SQUARE TECHNOLOGIES, LLC

KP George, County Judge

DocuSigned by:
Ron A. Anderson

Authorized Agent – Signature

Date

Ron A. Anderson

Authorized Agent- Printed Name

ATTEST:

Chief Revenue Officer

Title

Laura Richard, County Clerk

3/12/2026

Date

REVIEWED:

Eric Flegg

Fort Bend County Sheriff's Office

REVIEWED:

Robyn Douglas

Information Technology Office

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: CentralSquare's Quote (Quote #: Q-239145); and
Exhibit B: Sole Source Letter

Exhibit A



Renewal Order prepared by:
 Shanteal Marcks
 shanteal.marcks@centralsquare.com

Renewal Order #: Q-239145
Start Date: February 1, 2026
End Date: January 31, 2027
Billing Frequency: Yearly
Subsidiary: Tritech Software Systems

Renewal Order prepared for:
 Anthony Pascual, Sgt. Support Services
 Fort Bend Sheriff's Office
 301 Jackson
 Richmond, Texas 77469
 281-341-4704

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. *CentralSquare provides software* that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Apco Intellicom Interface	1	2,547.21 USD
2.	TC CAD CADView Interface Annual Maintenance Fee	1	2,425.91 USD
3.	TC CAD/Mobile/RMS	1	433,539.45 USD
Renewal Order Total:			438,512.57 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

Exhibit B



CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

January 7, 2026

Sarah Sanchez
Fort Bend Sheriff's Office
1410 Richmond Parkway Blvd
Richmond, Texas, 77469

Dear Sarah Sanchez,

This letter is in response to Fort Bend Sheriff's Office's request for a sole source letter from CentralSquare Technologies, LLC. This letter is to confirm that Tiburon is a sole source product, comprised of proprietary intellectual property, and is designed, engineered, serviced, and distributed exclusively by CentralSquare for use by CentralSquare customers.

Sincerely,

A handwritten signature in black ink that reads "Joe Beasley".

Joe Beasley
Vice President of Sales, Public Safety & Justice
CentralSquare Technologies, LLC