

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 invoice. SpyGlass Group may submit invoice(s) electronically in a form acceptable to County: apauditor@fortbendcountytexas.gov. 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.

SpyGlass Group may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. 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.** SpyGlass Group clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Nineteen Thousand Eight Hundred Fifty and 00/100 dollars (\$119,850.00), specifically allocated to fully discharge any and all liabilities County may incur. SpyGlass Group does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that SpyGlass Group may become entitled to and the total maximum sum that County may become liable to pay to SpyGlass Group shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Nineteen Thousand Eight Hundred Fifty and 00/100 dollars (\$119,850.00). 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.
6. **Public Information Act and Open Meetings Act.** SpyGlass Group 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 SpyGlass Group 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.

SpyGlass Group 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 SpyGlass Group for any reason are hereby deleted. SpyGlass Group 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 SpyGlass Group, its agents, servants or employees, performed under this agreement that result from the negligence of SpyGlass Group or any of SpyGlass Group'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 SpyGlass Group 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, SpyGlass Group hereby verifies that SpyGlass Group 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, SpyGlass Group 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, SpyGlass Group 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, SpyGlass Group 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, SPYGLASS GROUP 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.** SpyGlass Group may use County's name without County's prior written consent only in any of SpyGlass Group's customer lists, any other use must be approved in advance by County.
13. **Performance Warranty.** SpyGlass Group warrants to County that SpyGlass Group has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and SpyGlass Group 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.

SpyGlass Group warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and OMNIA Partners Region 14 ESC Contract #157548.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of OMNIA Partners Region 14 ESC Contract #157548, then the terms and conditions of OMNIA Partners Region 14 ESC Contract #157548 controls to the extent of the conflict.
15. **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.
16. **Inspection of Books and Records.** SpyGlass Group will permit County, or any duly authorized agent of County, to inspect and examine the books and records of SpyGlass Group for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
20. **Assignment and Delegation.**
 - 20.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
 - 20.2. Neither party may delegate any performance under this Agreement.
 - 20.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
 - 20.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

21. **Successors and Assigns.** County and SpyGlass Group bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
22. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by SpyGlass Group as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 4 for work performed. SpyGlass Group shall promptly furnish all such data and material to County on request.
23. **Compliance with Laws.** SpyGlass Group 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, SpyGlass Group shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
24. **Confidential Information.** SpyGlass Group 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 SpyGlass Group 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 SpyGlass Group 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 SpyGlass Group) publicly known or is contained in a publicly available document; (b) is rightfully in SpyGlass Group'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 SpyGlass Group who can be shown to have had no access to the Confidential Information.

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

SpyGlass Group 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. SpyGlass Group 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.

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

25. Termination.

- 25.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 25.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a). If SpyGlass Group fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If SpyGlass Group 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.
- 25.3. If, after termination, it is determined for any reason whatsoever that SpyGlass Group 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 § 25.1 above.

- 25.4. Upon termination of this Agreement, County shall compensate SpyGlass Group in accordance with § 4, above, for those Services which were implemented under this Agreement prior to its termination and which have not been previously invoiced to County. SpyGlass Group's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 4 above.
- 25.5. 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 SpyGlass Group. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 25.6. Upon termination of this Agreement for any reason, if SpyGlass Group has any property in its possession belonging to County, SpyGlass Group will account for the same, and dispose of it in the manner the County directs.
26. **Independent Contractor.** In the performance of work or services hereunder, SpyGlass Group 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 SpyGlass Group or, where permitted, of its subcontractors. SpyGlass Group 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.
27. **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.
28. **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 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

Daniel Wong, County Judge

Date

ATTEST:

Laura Richard, County Clerk

THE SPYGLASS GROUP, LLC

DocuSigned by:
Edward M. DeAngelo
A203077D122D40E...

Authorized Agent – Signature

Edward DeAngelo
Authorized Agent- Printed Name

Co-President
Title

4/30/2026
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$119,850.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

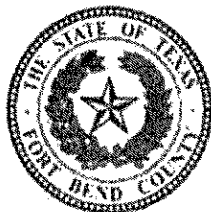
Exhibit A: SpyGlass Group's Snapshot Audit Agreement

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EXHIBIT A

Glass

Care



Overview

SpyGlass MobilityCare unifies mobile spend, inventory, and user data into a single, intuitive system. It provides automated recommendations, real-time visibility, and streamlined workflows that reduce costs and simplify mobility operations. The platform is backed by active, hands-on support from the SpyGlass team to ensure continued success.

Key Capabilities

- Spend Management — Cross-carrier dashboards, trending, bill audit, and automated optimization recommendations
- Inventory Management — Device tracking, assignment history, and MACD activity
- Carrier Integration — Suspend, disconnect, and update AT&T/Verizon cellular devices
- User & Cost Center Management — HR data sync, reporting by department/team, and accurate cost allocation
- Budgeting — Set and monitor mobility budgets by group or user

Implementation

MobilityCare is fully hosted with no installation required. Most clients are live within days, with dashboards and recommendations available in the first two weeks. The interface is intuitive and requires minimal training.

Pricing

Annual Subscription Fee: \$39,950

Contract Term: 36 Months

Summary

SpyGlass MobilityCare delivers immediate visibility, automated savings, and streamlined mobility operations. With rapid deployment and proven ROI, it provides both short-term cost reduction and long-term operational efficiency.

SpyCare Service Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between County of Fort Bend ("Company"), and The SpyGlass Group, LLC ("SpyGlass").

1. **SpyCare Services.** Company hereby engages SpyGlass as an independent contractor to provide the following SpyCare services:

- **Expense Management** – Upon provision of the invoice access needed from Company for its mobile services, SpyGlass will commence its ongoing expense management services, which will include the following:
 - Initial load of provided billing accounts into the expense management software utilized by SpyGlass;
 - Company will provide SpyGlass full access to either their existing online access credentials to service accounts or create a login specific to SpyGlass for online access to service accounts.
 - In cases where Company does not have online access credentials already created, Company authorizes SpyGlass and will assist in creating appropriate online access credentials.
 - Monthly invoice aggregation, automated audit and delivery of a monthly executive insights report highlighting key expense management findings and action items.
 - Provision of access to the software that generates automated reporting, GL coding and cost allocation, and inventory and cost reconciliation.
- **Sourcing Management** – As part of the SpyCare service, SpyGlass will also provide its ongoing sourcing management services, which will include the following:
 - Contract expiration tracking and visibility;
 - Technology roadmap planning, price benchmarking, and trend insights;
 - Proactive and timely consolidation, upgrade, and replacement recommendations.
- **Dedicated Support** – As part of the SpyCare service, SpyGlass will also provide its dedicated support services, which will include the following:
 - Monthly account management oversight;
 - Monthly business review of invoice data, utilization and optimization opportunities, and overall platform efficiency;
 - Delivery of a monthly executive insights report highlighting key expense management findings and action items.

Company agrees that it will provide access to client's service billing as directed by SpyGlass to facilitate the SpyCare services described above.

2. **Term.** This agreement shall commence on the Effective Date and end **three (3) years** the kickoff of the engagement (the "Initial Term"). Unless either party provides written notice to the other within sixty (60) days of the end of the Initial Term or any Renewal Term (as defined herein) of its desire not to renew, this agreement shall renew for successive one (1) year terms (each a "Renewal Term"). During each Renewal Term, SpyGlass will continue to provide the SpyCare services listed under Section 1 and the parties rights and obligations under Sections 2, 3, 4 and 5 shall continue.

3. **Fees.** Company agrees to pay SpyGlass **\$39,950 per year** (the "Annual Fee") during the Initial Term and any Renewal Term. The initial Annual Fee will be invoiced on the Effective Date and shall be due within ten (10) days of receipt of such invoice. SpyGlass will invoice Company for each successive Annual Fee and payment shall be due within ten (10) days of receipt of such invoice. A late payment charge of 1.5% per month will incur on any unpaid balance invoiced under Section 3 of this agreement from the date the invoice was due. The parties agree that SpyGlass will also have the right to suspend any and all services under this agreement if any invoices are not paid in a timely manner and not be in breach of any provision of this agreement as a result thereof.

4. **Aggregate Data.** Company agrees that SpyGlass has permission to use the Company data collected within SpyGlass' tools and databases as part of providing the SpyCare services described herein for anonymous statistical purposes, including to compile aggregate performance, use or benchmarking data that relates to a group or category of services or customers, from which individual identities and characteristics have been removed ("Aggregate Data"). SpyGlass may use Aggregate Data for any lawful business purposes, provided that such information does not incorporate any personally identifiable information. SpyGlass retains all intellectual property rights in the Aggregate Data.

5. **Miscellaneous.** This agreement shall be governed by the laws of the State of Texas, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that SpyGlass does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has

been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. SPYGLASS SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL SPYGLASS' LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO SPYGLASS.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY:

SPYGLASS:

County of Fort Bend

The SpyGlass Group, LLC

DocuSigned by:

Edward M. DeAngelo

A283077D122B49E

Print Name: _____

Print Name: Edward DeAngelo

Title: _____

Title: Co-President

Date: _____

Date: 4/30/2026