

STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

**PROFESSIONAL SOFTWARE SUPPLIER AGREEMENT  
FOR BUILDING MANGEMENT SYSTEM  
RFP 09-091**

**THIS AGREEMENT** is made and entered into by and between FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and UR INTERNATIONAL, INC. (hereinafter referred to as "Contractor") authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide professional software implementation for a building management System in response to RFP 09-091, hereinafter referred to as the "Project," and

WHEREAS, Contractor represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**AGREEMENT**

**SECTION I  
CHARACTER AND EXTENT OF SERVICES**

- 1.01 Contractor shall provide the services described in Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim for all purposes.
- 1.02 Contractor agrees to complete the services called for in Section 1.01 within sixty (60) calendar days from the date of this Agreement.

**SECTION II  
CONTRACTOR'S COMPENSATION**

- 2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, County shall pay to Contractor an amount not to exceed \$48,400.00, including annual license fee of \$15,000 and all reimbursable expenses, if any. An additional amount not to exceed \$5000 shall be available as a contingency for the Project as described in Exhibit A.
- 2.02 Contractor shall submit invoices to County as detailed in Section 2.03 below and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated

**RECEIVED**  
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BY: \_\_\_\_\_



- by such invoice or of receipt or acceptance by County of the services covered by such invoice.
- 2.03 Contractor shall submit to County two (2) copies of invoices detailing the amounts due for services performed during the previous month, set forth separately for work under this Agreement, and accompanied by a progress report indicating the percent complete and describing the tasks performed in a form acceptable to County. County shall reserve the right to withhold any payment pending verification of satisfactory work performed. County shall process all uncontested invoices within thirty (30) calendar days.
- 2.04 Contractor's fees shall be calculated at rates not to exceed the amounts included on Exhibit A, incorporated by reference herein as if set-forth verbatim.

### SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to Contractor.
- 3.02 Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

### SECTION IV INSURANCE

- 4.01 Contractor shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 4.02 Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of Contractor, name of insurance company, policy number, and term of coverage and limits of coverage. Contractor shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. Contractor shall obtain such insurance from such companies having Bests rating of A- 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:
- A. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - B. 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.
- C. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$100,000 each accident and \$300,000 in the annual aggregate. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
  - D. Professional Liability insurance with limits not less than \$1,000,000.
  - E. 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.
- 4.03 The policies specified in Section 4.02(A-C, & E) shall name Fort Bend County as an additional insured. Furthermore, the Workers' Compensation and Liability Insurance carriers shall grant a waiver of subrogation in Fort Bend County's favor.
- 4.04 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement 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 Agreement is completed.
- 4.05 Contractor 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.
- 4.06 Approval of the insurance by County shall not relieve or decrease the liability of the Contractor.

#### SECTION V NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.02 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
- A. If to Contractor:

UR International, Inc.  
10701 Corporate Drive, Suite 286  
Stafford, Texas 77477  
Attn: Uprenda Sahu

B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Fort Bend County Purchasing Department  
Gilbert D. Jalomo, Jr., CPPB  
4520 Reading Road, Suite A  
Rosenberg, Texas 77471

Facilities Management and Planning  
Don Brady, Director  
301 Jackson  
Richmond, Texas 77469

5.03 Either party may designate a different address by giving the other party ten (10) days written notice.

#### SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$53,400.00, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$53,400.00.

#### SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 County and Contractor 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 such other party, in respect to all covenants of this Agreement.
- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

#### SECTION VIII PUBLIC CONTACT

- 8.01 Contact with the any media outlet, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed or received in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION IX  
COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with the highest standards of Contractors practicing in the Greater Houston Metro Area, Texas applicable thereto and shall use that highest degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X  
OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches, reports and other documents prepared pursuant to this Agreement by Contractor and his Contractors (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, reports, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 The documents referenced in this Section are not intended or presented by Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XI  
INDEMNIFICATION

- 11.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 11.02 CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

SECTION XII  
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIII  
MISCELLANEOUS

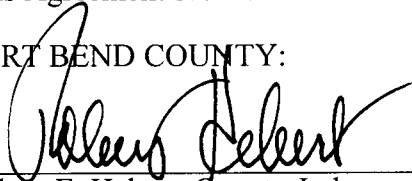
- 13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A&B, the provisions of this Agreement shall prevail.

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SECTION XIV  
EXECUTION


This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:

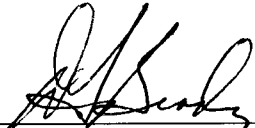
  
\_\_\_\_\_  
Robert E. Hebert, County Judge

1-26-10  
Date

Attest:

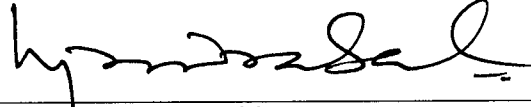
  
\_\_\_\_\_  
Dianne Wilson, County Clerk

APPROVED:

By:   
\_\_\_\_\_  
Don Brady, County Facilities  
Management & Planning Director

1-19-10  
Date

CONTRACTOR: UR INTERNATIONAL, INC.

  
\_\_\_\_\_  
Uprendra Sahu, President

1/19/2010  
Date

I:MER:UR International.FMPD.3890(01122009)

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$53,400 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
\_\_\_\_\_  
Ed Sturdivant, Fort Bend County Auditor

Exhibit A: Statement of Work dated January 7, 2010  
Exhibit B: Master Software License Agreement

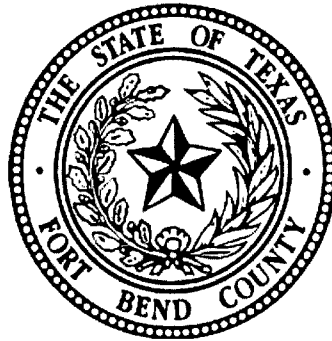
EXHIBIT A

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**STATEMENT OF WORK**

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**FORT BEND COUNTY  
FACILITIES MANAGEMENT &  
PLANNING**



**UR International, Inc.**

**BUILDING MANAGEMENT SYSTEM**

**January 7, 2010**

## **Executive Summary**

Fort Bend County Facilities Management and Planning intends to deploy a web based Building Management System (BMS) to manage data in a comprehensive and centralized form.

This Statement of Work (SOW) defines the scope of work to be performed by UR International, Inc. (Software Vendor) and Fort Bend County (County) under the terms and conditions of the Professional Services Agreement. The SOW focuses on the project and project-related issues, and the application solution to be implemented.

The content of the Statement of Work form is a common conclusion between County and Software Vendor based on:

- County's initial requirements
- Software Vendor's findings
- Information provided by County

The SOW also includes Software Vendor's understanding of the project in the context of County's operations: the project's background, drivers and objectives

Based upon the RFP, The Software Vendor recommends an implementation approach, project team structure, resource requirements and timings, a high level project schedule and a project budget.

Benefits include but are not limited to the following:

- Improved Process Efficiency
- Reduced reworks
- Improved Data Availability and Consistency

An estimated return on investment calculation can be done on the basis of cost savings pertaining to reduction of staff hours. It is our estimate that there will be a savings of approximately 1,600 hours per year amounting to approximately \$40,000 annually. The pay-back period is expected to be about one year.

## **Statement of Work**

This Statement of Work ("SOW") defines the scope of work to be accomplished by UR International Inc. in accordance with Fort Bend County Request For Proposal #09-091, In this SOW the tasks to be performed by Software Vendor are defined and an implementation Schedule is provided. In addition, the responsibilities of Fort Bend County are listed.

The Statement of Work includes the following subsections:

- Scope of Services
- Key Assumptions
- Software Vendor Responsibilities
- Fort Bend County Responsibilities
- Implementation Schedule
- Deliverable
- Completion Criteria
- Charges

Key drivers for this project include, but not limited to, the following:

- Gain operational efficiencies through the deployment of the Software Vendor solution resulting in a positive Return on Investment (ROI).
- Provide complete integration and workflow capabilities that will meet the County's requirements
- Provide automation to eliminate manual processes in targeted functional areas
- Create self service opportunities wherever possible
- Provide full reporting and querying capabilities to allow for timely assessments
- Ensure maximum functionalities and best practices

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure". The investigation and implementation of changes may result in modifications to the implementation Schedule or other terms of this Statement of Work.

The following are incorporated in and made part of this Statement of Work:

- Appendix A, "Deliverable Guidelines"
- Appendix B, "Project Change Control Procedure"

## 1.0 Scope of Services

### 1.0.1 Business Process Scope

The scope of the project is to implement Software Vendor's Building Management System at the Fort Bend County Facilities Management and Planning Department. The modules to be implemented are as follows:

- **Location Management** - Uses a flexible tree structure to define the facility hierarchy to adopt county needs within the County → Campus → Building → Floor → Room; Room being the lowest level in the hierarchy. Allows the facility department to report on usage of area by room use, department and other criteria. The room usage and department fields must be populated at room level. Adding elements to the hierarchy is simple
- **Asset Management** – Asset Management includes the following:
  - Tracks all types of fixed assets (depreciating and appreciating) at any element in the hierarchy
  - Tracks sub-assets for a parent asset
  - Tracks asset life cycle planning for long term capital needs
  - Tracks warranties, insurance, leases and manufacturer data
  - Tracks all work orders associated with assets
  - Provision to create both time and counter based PM schedules
  - Ability to track actual machine hours automatically from the data provided by the building controls.
  - Ability to schedule PM on the actual machine hours logged.
  - Auto generation of PM work orders
  - Auto generation of work orders from alarm data from either the Fire alarm or the building controls.
  - Tracks details on vehicles such as mileage, fuel consumption etc.
  - Ability to communicate with the building controls and query data from utility meters for data analysis.
- **Project Management** – Project Management includes the following:
  - Capital projects are tracked at any level in the hierarchy
  - Projects are tied and reconciled to funding sources
  - Projects are costed by adding deficiencies, RS Means items and manual items
  - Tracks all change orders for capital projects
  - Tracks all bids/RFP's, vendors and associated contracts for a project
  - Tracks all Purchase Orders, Invoices and Payments for vendors / projects (this needs to be integrated with the County's Lawson ERP system)
  - Tracks all inspection (punch list) items by project and are assigned to vendors to resolve punch list items collaboratively
  - Task lists are managed for projects and provision to integrate with MS Project.

- **Utilities Management** This includes tracking utility expenses across all buildings / meters for gas, electricity, water/sewer and Garbage. This includes:
  - Tracks all types of utilities including Phones, Electricity, Gas, Water/sewer, garbage pickup, and cable television.
  - Tracks all meters at locations
  - Tracks meter consumption by month / year
- **Work Management** –This includes work requests, work orders and deficiencies. Some of the items are as follows:
  - Tracks work requests for any element on the facility
  - Work requests are created using the web by anyone who has access to the system
  - Work request status is viewed by the requestor at all times
  - Work orders can be originated from a work request or manually by the facility department
  - Work orders are assigned with a craft and department for reporting purposes
  - Easy scoping of work orders by assigning (planned) material and (planned) labor to each work order
  - Upon completion of work provision is there to enter (actual) material and (actual) labor consumption
  - Variance is calculated by work order on material and labor
  - Deficiencies or deferred items are listed by any element in the hierarchy
  - Deficiencies can be created from work requests and or work orders
  - Deficiencies are created manually
  - Deficiencies can be costed manually or using industry standard databases such as RS Means (license to RS Means is not provided with the system. The county has the option to purchase a license to RS Means if they wish). Upon closing of work orders or projects, the deficiencies tied to them are automatically closed
- **Purchase Order Interface** – This will include obtaining PO data from Lawson and assigning PO's to either Work Orders and/or Projects. The PO's are created in the Lawson system. Daily or Weekly PO's from Lawson will be downloaded to Excel by the Facility Management and Planning Department's Lawson user. This data will then be uploaded to the Building Management System. Once uploaded, the PO's will be assigned to either Work Orders or Projects in the Building Management System.
  - 10 Key reports to be identified by the Facilities Management and Planning Department

## 1.0.2 Geographic Scope

- Fort Bend County, TX..

## 1.0.3 Organizational Scope

- This includes the Facilities Management & Planning Department of Fort Bend County.

### 1.0.4 Application Scope

- All modules of the Facilities and Asset Management System are included in the scope..

### 1.0.5 Conversion Scope

Data conversion includes loading the following data to the proposed system:

Application	Comment
Utilities	This is in various spread sheets and the data will be loaded to FAMS
Asset master	There are several spread sheets containing asset data. Software Vendor will load this data to the system.
Location Data	Software Vendor will populate locations from the existing spread sheets.
Work order Data	Software Vendor will load desired work orders from the current system.
Project Data	Software Vendor will load desired project related data in to the system.

All other conversion requirements that are not identified in the SOW are considered to be outside the scope of the project.

Data cleansing and extracting activities are required and will be performed by Fort Bend County.

### 1.0.6 Interface Scope

The interfaces identified below for this project are considered in the scope of the project. The estimated effort was based on information provided by Fort Bend County and is understood to be accurate and complete. Those that are not included require further definition prior to a cost and effort estimate being produced for each.

Purpose of Process	Run Frequency	Comments	Requirements
PO Data Load	On-demand (Daily)	PO data from Lawson will be downloaded to an Excel spread sheet and uploaded to the FAMS system daily or on-demand.	

### 1.0.7 Reports Scope

- Software Vendor will develop 10 key reports to facilitate the county needs.
- Additional reports will be developed at an extra cost of \$75/hr with a separate SOW.

### 1.0.8 Personalization/Customization Scope

Software Vendor will customize its FAMS product to the county requirements. The customization will include, but not limited to, the following:

- Screen changes
- Database changes

All changes will pertain to the following modules:

- Locations
- Asset Management
- Utility Management
- Purchase Orders
- Work Orders
- Project Management

### 1.0.9 Technology Scope

The proposed system is a web based system and will reside within the county intranet environment. The two components, web server and the database server, will reside within the appropriate technology environment.

Software Vendor will be responsible for the following:

- Install the system in a "Development Environment" initially
- Follow county specific guidelines on migration strategy such as "Development – Test – Production"
- Follow county specific guidelines on software management (Source safe / PVCS etc.)
- Provide back-up/restore and maintenance guidelines

County Information Technology Department will provide the following:

- Provide access on site to the appropriate environment to load Web and Database components within county network
- Provide necessary access to accomplish the tasks of installing the software. Necessary components are as follows:

**Web Server:** Recommended to be on the county's web server. However, if a standalone server is dedicated for FMS then the minimum configuration is as follows:

- Intel based platform with Windows Server 2003 or above
- IIS 5.0 above
- .Net 2.0 framework (if not there we can install it)
- 2 Processors
- Minimum 4 GB memory
- Minimum disk space should be 500 MB for the executables

**Database Server:** Recommended to be on the county database cluster. If there is a separate database server for this project the minimum configuration will be as follows:

- Intel based platform with Windows Server 2003 or above
- SQL Server 2005 or above
- 2 – 4 processors
- Minimum 8 GB memory
- Minimum disk space should be 80 GB.
- SQL Server Reporting Services (SSRS) should be installed. If not, we can help in this. This is primarily for reporting purposes.

**File Server:** Recommended to be on the county network. However, if Facilities Management would like to acquire its own file server the minimum configuration should be as follows:

- 1 Intel based platform with Windows Server 2003 or above
- 2 – 4 processors
- Minimum 4 GB memory
- Minimum disk space should be 100 GB. (This will grow as number of attachments grow over time)

**Note: The database server can also be used as the file server. Hence I did not specify in the document separately**

- Work with Software Vendor's technical personnel in understanding the back-up/restore and maintenance schedules.

### **1.0.10 Training and Documentation Scope**

- Software Vendor will train key users within the Facility Department and IT Department.
- Software Vendor will prepare training documents necessary for training of both Facility Management and Information Technology users.
- On-site training dates will be defined by the Facility Department, IT users and Software Vendor jointly.

### **1.0.11 Functional Support**

- Software Vendor will provide post go-live support for the first 30 days on-site.
- Additional support will be billed at \$75/hr.

### **1.0.12 Technical Support**

- Software Vendor will provide post go-live support for the first 30 days on-site.
- Additional support will be billed at \$75/hr.

### **1.0.13 Maintenance**

- Software Vendor will provide all upgrades and bug-fixes as a part of its annual maintenance agreement.
- Software Vendor will provide up to 100 hours of free support to the county during the annual maintenance period.
- Additional maintenance will be billed at \$75/hr.

## 1.1 Software Vendor General Responsibilities

1. Software Vendor will provide Services under this Statement of Work and the signed Contact for this project. Unless otherwise specified, the majority of Software Vendor activities on this project will be performed onsite at the Fort Bend County premises.
2. An SOFTWARE VENDOR subcontractor may perform some of the services. If an Software Vendor subcontractor assists with the project, Software Vendor is solely responsible for completion of the work described herein and compliance with the terms hereof and coordinating any involvement of Software Vendor subcontractors who may be engaged to assist Software Vendor in accomplishing the work described herein. The county will be notified in writing, detailing any and all work performed by a subcontractor.

## 1.2 Project Management Services

### 1.2.1 Software Vendor Project Management Responsibilities

The purpose of this activity is to assign an Software Vendor Project Manager who will establish a framework for project communications and reporting contractual activities. Mr. Scott Hagan of the Facilities Management and Planning Department will assume the role as the County Project Manager. All Software Vendor communications will be addressed to the County Project Manager and will be resolved jointly by UR International and County Project Managers.

Software Vendor will:

1. Review the SOW, and any associated documents with the County Project Manager.
2. Establish and maintain project communications through the County Project Manager.
3. Review and administer the Project Change Control Procedure with the County Project Manager.
4. Measure, track and evaluate progress against the project plan.
5. Resolve deviations from the project plan with the County Project Manager.
6. Coordinate and manage the technical activities of its project personnel.
7. Conduct regularly scheduled meetings with County Project Manager to review project status and Prepare Status Reports.

**Deliverable:** Weekly Conference Calls, Status Reports, Progress emails

**Completion Criteria:** This is an ongoing activity and will be considered complete at end of the project once the Fort Bend County Facilities Management and Planning Department Project Manager has signed off.

### 1.2.2 County Project Management Responsibilities

Prior to the start of this Statement of Work under the *Contract*, The County has designated Mr. Scott Hagan as the project manager to whom Software Vendor communications will be addressed and who has the authority to act for the COUNTY on all matters regarding this SOW.

The County Project Manager will:

1. Serve as the interface between UR International Inc's project team and all County Facilities Management and Planning department personnel participating in this project;

2. Obtain and provide information, data, decisions and approvals, within three (3) business days of UR International Inc's reasonable request, unless we mutually agree to an extended response time;
3. Ensure the appropriate county personnel for project activities, described in this SOW, are made available.
4. Participate in status meetings with the project team, as required;
5. Help resolve project issues, and escalate issues within county, as necessary;
6. Be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations and statutes that affect the applications or business.

## 2.0 Implementation Approach

### 2.0.1 Project Initiation

**Description:** The purpose of this activity is to determine the project team members, facilitate a common understanding of the project objectives, roles and responsibilities, and verify your readiness to implement these Services. The initiation will include, but not limited to, the following:

- Review the project objectives;
- Discuss project team roles and responsibilities;
- Review your current environment;
- Discuss the site and methodologies Software Vendor will use to provide these Services;
- Discuss parameters that will be used to determine the hardware and storage requirements.
- Review implementation plans, procurement processes and requirements and project activities; and

**Completion Criteria:** Software Vendor shall have met its responsibilities for this activity when

Software Vendor has conducted the high level planning session.

**Deliverables:** Revised Project Charter

### 2.0.2 Requirement Definition

**Description:** The purpose of this activity is to define requirements by meeting with the Facility and IT department users respectively to validate and identify requirements that need to be addressed within the Building Management System. The requirement will include the following:

**Process** – This includes the current and future processes followed in the Facilities Management and Planning Department. The requirements for each module will be listed in a document. This will list all report needs.

**People** – This includes the people who are affected by deployment of the system. Software Vendor will identify their roles and level of access to the proposed system.

**Technology** – This will include identifying the technology components within the county and addressing additional measures to implement the system. This will include all screen/field requirements, database/table needs etc. This will include the space requirement for the web application and databases. A complete space requirement on the database will be developed during the requirement definition phase. This is a function of the data that will be managed in the system.

**Data** – This includes the listing of all data components and their source to ensure proper data loading. The project team will discover all data elements that need to be loaded to the Building Management System during this phase.

**Completion Criteria:** Software Vendor shall have completed all meetings with Facilities and IT departments to gather all requirements to implement the system.

**Deliverables: Requirement Definition Document**

### 2.0.3 Design

**Description:** This phase will require the design considerations pertaining to Process, People, Technology and Data. Design will include the following:

- Incorporation of new fields
- Screen modifications
- Table changes
- Interface design document
- Conversion and data load from current system(s)
- Report layouts
- Technology landscape

**Completion Criteria** – Complete design of the screens, tables and report layouts and signed-off by the County Project Manager.

**Deliverables** – Documents describing the new screen layouts, table changes, report layout, interface design and system landscape document.

### 2.0.4 Configuration

**Description** - During this step the project team will configure the system to meet the requirements. Configuration will include, but not limited to, the following:

- All screen layout changes with appropriate link to database fields
- All 10 reports
- Interface
- System landscape
- Testing (unit, Integration and User Acceptance)
- Training documentation

**Completion Criteria** – Completion of all identified requirements by both Facilities and IT departments and signed-off by the County Project Manager.

**Deliverables** – Complete system, reports, interface, system landscape (Production environment) and Training documentation.

### 2.0.5 Testing

**Description** – This includes testing of the system to meet the department requirements. Three levels of testing will be carried out during the project. They are:

- **Unit Testing** – The programmer(s) will test the individual programs for any error in code and program logic. Intended results will be compared against actual results. This will be done in a development (DEV) environment.

- *Integration Testing* – will be carried out in the TST system with realistic data. During this phase all interfaces will be tested with the unit tested FMIS. The results will be checked against the specifications and functionality of the programs.
- *User Acceptance Testing* – final testing with the end user acceptance and sign-off. User acceptance will be carried out in the TST (testing) environment
- *Final User Acceptance Testing* – This will include the final sign off from the test plan that includes results from the above three testing phases.

**Completion Criteria** – Testing signed off by the county project manager.

**Deliverables** – Tested system

### 2.0.6 Training

**Description** – This involves training key users within the Facilities and IT departments.

**Completion Criteria** – Complete training and sign-off by the county project manager.

**Deliverables** – Trained users and complete training documentation.

### 2.0.7 Go-Live

**Description** – Deployment of the system on the production environment..

**Completion Criteria** – Final document sign-off by the County Project Manager.

**Deliverables** – System in production environment.

### 2.0.8 Support

**Description** – This involves support of the system. On-site support will be provided for the first 30 days after go-live.

**Completion Criteria** – First 30 days after go-live date..

**Deliverables** – Support to end users and IT support personnel.

## 2.1 Access Control Plan

**Description:** Software Vendor will design an access control hierarchy to be implemented in the Building Management System software. This hierarchy will be implemented to limit access to the information stored on the server to those with the proper access level. The Access Control Plan will describe how the logon based controlled access will allow or restrict users depending on their logon. Security will allow county to enforce controlled and proper use of the system and its features.

The major subtasks are:

- Interview key stakeholders and determine the key requirements
- Document the Building Management System Access Control Plan
  - Determine the end user access requirements
  - Document the access levels of the each user role.
  - Sign Off by County Facilities Management and Planning Department Director

**Deliverable:** Building Management System Access Control Plan

**Completion Criteria:** This task will be considered complete when Software Vendor has delivered the Building Management System Access Control Plan to the county Project Manager for approval and the access control features are implemented as a part of the system.

## 2.2 Infrastructure Design

**Description:** Software Vendor will develop a high level design of the server, storage, and communication infrastructure required for the Building Management System. The design will include documents on server and storage approach as well as the hardware requirements for the Building Management System. As defined, but not limited to the RFP.

The major subtasks are:

- Architect, design and document the server and storage infrastructure
- Document the assumptions underlying the infrastructure design.
- Document the hardware, software, and communication specs for implementing the Building Management System.
- Document the storage capacity required for implementing the Building Management System.

**Deliverable:** Complete documentation of Building Management System infrastructure

**Assumptions:** Upon delivery of the Building Management System Infrastructure Design document, the county IT Department will be responsible for the reviewing this document for completeness as it relates to the RFP. The system is expected to have a MS SQL server for the database engine; this will make communication with county's Lawson financial through MS Extensions.

**Completion Criteria:** This task will be considered complete when Software Vendor has delivered the Building Management System Infrastructure Design document to the county Project Manager. Any changes to this will be adjusted by using the Project Change Control Procedure in Appendix B

## 2.3 Delivery of a Production Ready System

**Description:** Software Vendor will deliver the production ready system that includes all modules described in the scope section of the Building Management System.

The major subtasks are:

- Internet access TVRMS Software developed, hosted, maintained and support by Software Vendor as documented in this SOW.
- Provide a fully function IVR system as documented in this SOW and described in the Scope of Service from Building Management System RFP.
- The Building Management System must include web screens to view, enter and manipulate its data. Different screens will be developed to accommodate the different functions that different users will have to perform.

**Deliverable:** Production ready Building Management System

**Assumptions:**

- After initial GO LIVE, county will follow a documented change management process to make any changes to the system.

**Completion Criteria:** This task will be considered complete when Software Vendor has delivered the Production system to the county.

## 2.4 Acceptance Test Plan

**Description:** Software Vendor will develop an Acceptance Test Plan. This plan will describe the steps that Software Vendor and the county will use to verify that the system satisfies the system requirements. The plan will describe how to set up the test and acceptable system behaviors in such a way that it can be determined whether the system performed according to plan. The major subtasks are:

- Determine prerequisites for the test
- Document test set-up instructions
- Document testing instructions
- Specify acceptable behaviors

- Document how test results will be recorded

**Deliverable:** Acceptance Test Plan

**Completion Criteria:** This task will be considered complete when Software Vendor has delivered the Acceptance Test Plan to the County Project Manager before final acceptance testing.

## 2.5 Training

**Description:** Software Vendor will provide training to end-users and to system administrators. This end user training is designed to teach the basic functionality, while the administrator training is design to teach administration and configuration of the system.

**Deliverable:** Training of administrators and users as well as training materials.

**Completion Criteria:** This task will be considered complete when Software Vendor has conducted classes for end users and administrators.

## 2.6 Final Project Review

**Description:** The purpose of this activity is to document the accomplishments of the project and to present the Final Acceptance Document to the County Project Manager.

Software Vendor will conduct an on-site meeting to:

- Review the accomplishments and deliverables of the project with the county project manager
- Review the Final Acceptance Document with the County Project Manager.

**Deliverable:** Final Acceptance Document

**Completion Criteria:** Software Vendor shall have met its responsibilities for this activity when Software Vendor has conducted an on-site review meeting and delivered the Final Acceptance Document to the County Project Manager.

## 2.7 Completion Criteria

Software Vendor shall have fulfilled its obligations under this Statement of Work when any of the following first occurs:

- Software Vendor accomplishes the Software Vendor tasks described under "Software Vendor Responsibilities".
- Either the County or Software Vendor terminates this Statement of Work under the terms of the Contract.

### **3.0 Deliverable Materials**

The following items will be delivered to Fort Bend County under this Statement of Work. See Appendix A, "Deliverables Guidelines", for a description of each deliverable.

- Status Reports
- Requirement Definition Document
- Access Control Plan
- System Infrastructure Design
- Production System hosted by the county
- Acceptance Test Plan
- Final Acceptance Document

## 4.0 Project Organization

The structure of the project is an important factor in the success of an implementation. The project is organized to ensure that business objectives are met and that work is carried out efficiently.

Mr. Scott Hagan is the County Project Manager  
Mr. Don Brady is the Facilities Management and Planning Director  
Ms. Sridevi Reddy is the lead consultant from Software Vendor  
Mr. Chaitanya Adella will be supporting consultant from Software Vendor

### 4.1.1 Project Organization Structure

The roles and responsibilities of each of the major teams and team members are documented in Appendix D. These profiles should be considered when assigning people to the project.

The implementation of Software Vendor Application Suites at Fort Bend County is functionally broad and involves a high degree of interaction. Teamwork is necessary across the project.

Because software implementation involves constant decisions about the way the business should be supported and performed, Software Vendor recommends a three-tiered management approach:

- Strategic direction and key business decisions provided by the steering team
- Day-to-day management and project accounting provided by project management
- Day-to-day activities and decision making made by the core team and individual team members.

### 4.1.2 Roles and Responsibilities

#### County

- Executive Sponsor – Without proper vision and guidance from a company's executives, many projects fail to reach their desired goals and objectives. The role of the Executive Steering Team will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the project team.
- Project Manager - A Project Manager will be assigned with appropriate decision-making authority. The Fort Bend County PM will additionally be responsible for coordinating and assigning tasks, measuring project performance & progress, identifying and allocating resources, coordinating issue resolution and maintaining overall responsibility for completion of Fort Bend County assigned tasks.
- Functional Leads – provides and helps direct solutions toward goals, coordinates tasks for areas of expertise, performs project tasks, communicates and resolves issues, helps develop procedures, recommends policy changes and additions, approves Software Vendor approach for each area and develops conference

room pilot scripts.

County functional leads will be designated by the Facilities Management and Planning Department.

- Subject Matter Experts - These resources will be considered part of the core project team and will participate in tasks including Project Team Training, Design/Configuration activities, Acceptance Testing, and Production Support as deemed necessary by the Software Vendor Project Manager and the Fort Bend County Project Manager. Often these experts consist of Application Leads in their respective areas of expertise as well as other supporting personnel from the various departments. The resources designated for these roles should have a good working knowledge of how Fort Bend County processes are performed and understand the reasons for the current processes.

SME's will be provided by the county.

- Technical Experts – A team of Technical Experts will be involved in the technical duties that come with a Software Vendor implementation. Examples include system administration, database administration, web administration, printer administration, software patches, etc. Also, conversion extract programming and a clear understanding of current interfaces are assumed.

County IT department will provide appropriate technical personnel.

#### **Software Vendor Team**

- Project Manager - A Software Vendor Project Manager (PM) will work directly with the Fort Bend County Project Manager to plan, execute, and monitor the Software Vendor project while adhering to the PMI (Project Management Institute) methodology. The PM will assist in developing a Fort Bend County specific Project Plan, provide advice and make recommendations regarding what needs to be accomplished, in what sequence and with which resources. The PM will participate in project status meetings, assist in resolving Software Vendor-related issues, and provide status regarding the project to Fort Bend County management... The PM will direct the Software Vendor team of skilled Application and/or Technical Consultants engaged to complete the project.

Ms. Sridevi Reddy will fulfill this responsibility.

- Application Consultants. Application Consultants are Software Vendor product specialists. These consultants have a concentrated knowledge base in Software Vendor applications and will provide expertise in our core competencies to assist Fort Bend County during the project. These individuals are assigned to your project based on specific industry and/or application knowledge and experience.

Ms. Sridevi Reddy  
Mr. Chaitanya Adella

- Technical Consultants. Software Vendor Technical Consultants provide services that address many of the IT specific needs of a Fort Bend County. These services include application installation, tuning, system and database administration, and customization and interface design

Ms. Sridevi Reddy

## 5.0 Key Assumptions

This Statement of Work and UR International Inc's estimates to perform are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in **Appendix B**, "Project Change Control Procedure".

### 5.1.1 Facility Department's Responsibilities

The successful completion of the proposed effort depends on the full commitment and participation of County Facility and IT departments and personnel. The responsibilities listed in this section are included in those responsibilities specified in the Contract. Software Vendor 's performance is predicated upon the following responsibilities being fulfilled by the county as scheduled in the project plan. Delays in performance of these responsibilities may result in additional delay of the completion of the project, and will be handled in accordance with Project Change Control Procedure. The responsibilities include, but not limited to, the following:

- Make appropriate personnel available to assist Software Vendor in the performance of UR International Inc.
- Provide suitable office space, supplies, furniture, high-speed connectivity to the Internet, and other facilities for UR International Inc's personnel if they are required to work on-site.
- Provide security clearance and building access for Software Vendor project personnel. Most of the work involved in this project will be performed during normal county working hours (8:00am to 5:00pm). However, on some occasions, the county may need to provide access to facilities outside of these hours.
- Be responsible for the content of any database, the selection and implementation of controls on its access and use. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel.
- Be responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect your existing application systems or programs that UR International Inc. will have access to during the Services. It is your responsibility to assure that the systems and programs meet the requirements of those laws, regulations and statutes.
- Provide technical assistance in developing the interface for the Lawson system.
- County will be responsible for networking LAN/WAN connectivity within county facilities.
- Software Vendor shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

## 6.0 Implementation Schedule

Estimated Start Date = **January 18, 2009**

Estimated End Date = **April 16, 2009**

Software Vendor is proposing to deploy the system within 3 months with 2 consultants working on-site most of the time.

A tentative project plan is attached herewith. Following is an excerpt:

Fort Bend County FMS Implementation	65d	Mon 1/18/10	Fri 4/16/10	
Planning Phase	5d	Mon 1/18/10	Fri 1/22/10	
Review scope	5d	Mon 1/18/10	Fri 1/22/10	
Define requirements	5d	Mon 1/18/10	Fri 1/22/10	
Revise project plan	5d	Mon 1/18/10	Fri 1/22/10	
Revise project charter	5d	Mon 1/18/10	Fri 1/22/10	
Planning phase documentation	5d	Mon 1/18/10	Fri 1/22/10	
Planning phase sign-off	0d	Fri 1/22/10	Fri 1/22/10	2
Design Phase	20d	Mon 1/25/10	Fri 2/19/10	8
Install system in DEV environment	5d	Mon 1/25/10	Fri 1/29/10	
Design screens	20d	Mon 1/25/10	Fri 2/19/10	
Design database	20d	Mon 1/25/10	Fri 2/19/10	
Design data conversion routines	20d	Mon 1/25/10	Fri 2/19/10	
Design interface	20d	Mon 1/25/10	Fri 2/19/10	
Build conference room pilot	20d	Mon 1/25/10	Fri 2/19/10	
Design reports	20d	Mon 1/25/10	Fri 2/19/10	
Design phase sign-off	0d	Fri 2/19/10	Fri 2/19/10	9
Construction Phase	30d	Mon 2/22/10	Fri 4/2/10	17
Finalize system set up in TST environment	30d	Mon 2/22/10	Fri 4/2/10	
Develop data conversion routines	30d	Mon 2/22/10	Fri 4/2/10	
Develop interface	30d	Mon 2/22/10	Fri 4/2/10	
Develop reports	30d	Mon 2/22/10	Fri 4/2/10	
Test application	30d	Mon 2/22/10	Fri 4/2/10	
Develop training documentation	30d	Mon 2/22/10	Fri 4/2/10	
Construction phase sign-off	0d	Fri 4/2/10	Fri 4/2/10	18
Activation Phase	10d	Mon 4/5/10	Fri 4/16/10	25
Install system in PRD environment	10d	Mon 4/5/10	Fri 4/16/10	
User training	10d	Mon 4/5/10	Fri 4/16/10	
Data conversion	10d	Mon 4/5/10	Fri 4/16/10	
Schedule interface	10d	Mon 4/5/10	Fri 4/16/10	
Activation phase sign-off	0d	Fri 4/16/10	Fri 4/16/10	26

Software Vendor shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

## 7.0 Fee Schedule

Based on the above tasks and assumptions, Software Vendor will provide the above Services for identified in the contract for a price of:

### 7.0.1 Consulting Fees:

Following is a schedule of consulting fees to be billed at the end of each major phase in the implementation plan.

Phase	Payment
Planning	\$6,000
Design	\$23,000*
Construction	\$12,000
Activation	\$7,400

*\*This includes the first year license fee of \$15,000.*

### 7.0.2 License Fee:

An annual license fee of \$15,000 will be paid annually after the date of implementation.

### 7.0.3 Project Contingency Fee

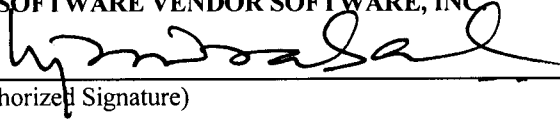
Software Vendor and the County agree that \$5,000.00 has been set aside as joint contingency funds. These funds are to address items that are currently unknown to both parties that will be required to complete the implementation. These items can be either clearly out of scope items, or those that are subject to debate on whether they are in or out of scope. In the event such items arise, the Software Vendor Project Manager will have the authority to seek authorization from the County Facilities Management and Planning Director and Project Manager to use the joint contingency fund to pay for these items.

### 7.0.4 Costing Assumptions

- Pricing does not include any software components, hardware and other material to be acquired by the county to ensure complete installation.

**Signature**

For SOFTWARE VENDOR SOFTWARE, INC



(Authorized Signature)

UPENDRA SAHU

(Printed Name)

President

(Title)

1/19/2010

(Date)

For FORT BEND COUNTY

Robert E. Hebert,  
County Judge

(Date)

Attest:

Dianne Wilson, County Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in an amount not to exceed \$53,400 for work described in this Statement of Work to accomplish and pay the obligation of Fort Bend County in the foregoing matter.

Robert Ed Sturdivant, County Auditor

## Appendix A. Deliverable Guidelines

### A - 1: Status Reports

#### **Purpose:**

Software Vendor will provide Status Reports to the County Project Manager on a regular interval.

#### **Content:**

Each Status Report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations

#### **Delivery:**

Software Vendor will deliver a Status Report every 2 weeks, for the duration of the project. One (1) copy of each report, in reproducible format, will be delivered to the County Project Manager within 5 business days following the reporting period.

### A - 2: Access Control Plan

#### **Purpose:**

Software Vendor will provide the county Project Manager a plan that will document recommendation for system access within the county.

This Plan will consist of the following, as appropriate:

- An analysis of the requirements for access
- Documentation on the roles within the user base and recommended access levels of each of the roles.

#### **Delivery:**

Software Vendor will deliver one (1) copy of this plan, in reproducible format, to the County Project Manager within 5 business days following the completion of System Infrastructure Design.

### A - 3: System Infrastructure Design

#### **Purpose:**

Software Vendor will provide the County Project Manager System Infrastructure Design documents, which will document the server and storage requirements for the Building Management System.

#### **Content:**

This design will consist of the following, as appropriate:

- The location, and system components specifications and their capabilities for handling the requirements mentioned in the RFP, this document and the related contract.
- A design showing the required server and storage infrastructure at each location.

#### **Delivery:**

Software Vendor will deliver one (1) copy of this design document, in reproducible format, to the County Project Manager within 5 business days following Statement of Work and Contract approval.

### A - 4: Production System

Software Vendor will provide the County Project Manager with a Web-based production ready system to be used by the Facility Department.

#### **Content:**

The system will consist of the following:

- All Functionality and Documentation mentioned in this statement of work and the signed contract.

***Delivery:***

Software Vendor will deliver a full document on the operation of the Production Building Management System in reproducible format, to the County Project Manager within 10 business days before Acceptance testing.

**A - 5: Acceptance Test Plan**

***Purpose:***

Software Vendor will provide the County Project Manager a plan, which will describe the steps that the County and Software Vendor will use to verify system functionality.

***Content:***

The Acceptance Test Plan will consist of the following, as appropriate:

- Prerequisites for the test.
- Set-up instructions.
- Testing instructions
- Acceptable behaviors
- Test results recording methodology

***Delivery:***

Software Vendor will deliver one (1) copy of this document, in reproducible format, to the County Project Manager within 5 business days following the delivery of a production system.

**A - 6: Final Acceptance Document**

***Purpose:***

Software Vendor will provide the County Project Manager a document, which will summarize the accomplishments of the project.

***Content:***

The Final Acceptance Document will consist of the following, as appropriate:

- A summary of the project's accomplishments.
- A checklist of all project deliverables.
- A signature block for the County Project Manager and UR International Inc. Project Manager

***Delivery:***

Software Vendor will deliver one (1) copy of the final acceptance document at the final project review.

## Appendix B. Project Change Control Procedure

When both the COUNTY and UR International Inc. agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes the terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

This Change Order Request Form ("Change Request") modifies the Statement of Work ("SOW") identified below that was entered into between Software Vendor and "Customer" identified below (collectively "the Parties"). Capitalized terms not otherwise defined in this Change Order have the same respective meanings as contained in the SOW. The rates listed below are only applicable for the Services provided in connection with this Change Order. This Change Order is effective as of the date signed by Software Vendor ("Effective Date").

<b>Customer Name:</b>			
<b>SOW/Project Name:</b>			
<b>Change Order Prepared by:</b>			
<b>Change Order Preparation Date:</b>			
<b>Person(s) Requesting Change Order:</b>			
<b>Change Order Number:</b>			
<b>Reason for Change Order (select one):</b>	Cost [ ]	Scope [ ]	Schedule [ ]

The form will be completed with a detail estimation on the change item with a separate Statement of Work that should be approved by the Director of Facilities Management and Planning Department and the County Project Manager.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

MSP DATE  
R022 06-30-2009

<b>PRODUCER</b> THUR J GALLAGHER RISK SVCS/PHS .219 P: (866)467-8730 F: (877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b>  UR INTERNATIONAL, INC. 10701 CORPORATE DR STE 286 STAFFORD TX 77477	INSURER A: Hartford Lloyd's Ins Co INSURER B: Hartford Underwriters Ins Co INSURER C: INSURER D: INSURER E:


**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LDC <input checked="" type="checkbox"/>	61 SBA BS0891	08/19/09	08/19/10	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  <b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	61 UEC TS6553	06/25/09	06/25/10	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	61 WEC GI0025	09/19/08	09/19/09	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER <input type="checkbox"/> TODAY LIMITS EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS, ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b>  Fort Bend County Purchasing Department Posenberg Annex 0 READING RD STE A ROSENBERG, TX 77471	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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ACORD 25-S (7/97)

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## EXHIBIT B

### MASTER SOFTWARE LICENSE AGREEMENT

THIS MASTER SOFTWARE LICENSE AGREEMENT is entered into as of \_\_\_\_\_, 2009 (the "Effective Date") between UR International, Inc., a Texas corporation ("URI"), and The Fort Bend County ("THE COUNTY"). In consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:

#### 1. DEFINITIONS.

1.1 "Agreement" means this Master Software License Agreement and the related Order Forms, unless the context requires otherwise.

1.2 "Confidential Information" means any and all trade secrets, proprietary or confidential information, in whatever form, that are owned by a party and/or reasonably considered by it to be confidential, that a party has disclosed to the other party prior to the Effective Date, or that a party may disclose to the other party on or after the Effective Date. Confidential Information includes, without limitation, the object code and source code to the Software, as defined below. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information which was already in the receiving party's possession as a matter of record prior to the Effective Date and not disclosed to the receiving party by the other party to this Agreement; (b) information that is independently developed by the receiving party as a matter of record; (c) information that is obtained from a third party who, insofar as is known to the receiving party, is not prohibited from transmitting the information to the receiving party by a contractual, legal or fiduciary obligation to the disclosing party; and (d) information which is or which becomes generally available to the public other than as a result of disclosure by the receiving party.

1.3 "Critical Errors" shall mean an Error, Defect, or Omission that causes the Licensed Work to be unusable.

1.4 "Deliverable(s)" means any software code or other work product developed by URI, either individually or jointly with Licensee, in connection with the Professional Services.

1.5 "Derivative Work" has the meaning as defined in the Copyright Act, 17 U.S.C. § 101 (2000), other than the THE COUNTY Derivative Work.

1.6 "Documentation" means the standard user manual or other documentation, specifications, written instructions or explanatory material related to the installation, operation, use or maintenance of the Software and any subsequent versions thereof that Licensee may receive from URI.

1.7 "Error, Defect, or Omission" shall mean and include deviations within the Licensed Work that prevent its successful operation in accordance with any applicable specifications.

1.8 "Intellectual Property Rights" means all intellectual property rights protected by law throughout the world, including all copyrights, copyright registrations and applications, trademark rights (including trade dress), trademark registrations and applications, patent rights (including the right to apply therefor), patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, industrial property rights, inventions (whether or not patentable), together with all utility and design, know-how, specifications, trade names, mask-work rights, trade secrets, moral rights, author's rights, algorithms, rights in packaging, goodwill, and other intellectual and industrial property rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction.

1.9 "License Update Services" shall mean those services more specifically defined in the applicable Order Form.

1.10 "License Update Fee" shall mean the amount stated in the applicable Order Form as the update fee for the Software.

1.11 "Licensed Work" means the Software, Documentation and/or Deliverables.

1.12 "Licensee" means (a) THE COUNTY and (b) any entity in which THE COUNTY and THE COUNTY's parent: (i) owns or controls, directly or indirectly, at least 50% of the stock, partnership shares or membership interests in an entity having the right to vote for or appoint directors thereto, and/or (ii) has the right to determine management direction whether through having a majority representation on a board of directors of a corporation or by holding, directly or indirectly through one or more subsidiaries, at least 50% of the general partnership interests of a partnership.

1.13 "Maintenance Services" is defined in Section 11 of this Agreement.

1.14 "Maintenance Services Fee" shall mean the amount stated in the applicable Order Form as the fee for the Maintenance Services.

1.15 "Order Form" means a document that (a) specifically refers to this Agreement, (b) defines additional rights and obligations of the parties with respect to the Software, Documentation, or Professional Services, and (c) except for Order Form No. 1 attached hereto, is signed by both parties. In the event of a conflict between the provisions of this Agreement and the provisions of an Order Form, the provisions of the Order Form will control.

1.16 "Other Errors" shall mean an Error, Defect or Omission that is not a Critical Error or a Significant Error.

1.17 "Professional Services" means those services described in an Order Form and provided by URI to Licensee.

1.18 "Significant Error" shall mean an Error, Defect or Omission that has a material impact on THE COUNTY's ability to use the Licensed Work.

1.19 "Software" means authorized copies of the computer software program set forth in an Order Form referencing this Agreement, in object code form, binary file form and source code form.

1.20 "Source Code" means authorized copies of the computer software program set forth in an Order Form referencing this Agreement, in source code form only.

1.21 "Trading Partner(s)" means a limited number of entities authorized by Licensee to access and use the Licensed Work, as may be set forth in an Order Form.

1.22 "THE COUNTY Derivative Work" shall mean any ideas, concepts, know-how, techniques, inventions, discoveries or improvements (and associated goodwill), including but not limited to computer software, whether in object code or source code, which (i) arise out of or relate to Licensee's independent efforts and work and (ii) that are derived from the Licensed Work.

#### 2. LICENSE GRANTS AND RESTRICTIONS.

2.1 Subject to the terms of this Agreement, URI grants to Licensee a "License to Use" as may be set forth in the attached Order Forms.

2.2 Except as expressly set forth in this Agreement, Licensee may not:

(a) (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover, in any way, any source code, programming,

algorithms, design structure, interoperability interfaces, concepts, construction methods underlying ideas, or file formats of the Licensed Work, for any purpose, (ii) remove any identification markings, including but not limited to copyright notices and trademarks, from the Licensed Work, or (iii) make any modification, enhancement, or Derivative Work of the Licensed Work, or incorporate the Licensed Work, or any portion thereof, into or with any other software;

(b) copy, sell, lease, assign, distribute or transfer in any manner or form, in whole or in part, of either the Licensed Work or any Derivative Work,

(c) use the Licensed Work to develop or distribute any software product that competes in the marketplace with the Software.

Notwithstanding the foregoing, Licensee may make copies of the Documentation, containing all legends, trademarks, trade names, copyright notices and other identifications associated with the original, to the extent reasonably necessary to permit access to and use of the Documentation by Tracing Partners.

2.3 Except as specifically set forth in this Agreement, Licensee acknowledges that this Agreement does not grant Licensee any use or rights to the Licensed Work, including, but not limited to, any rights to the source code for the Licensed Work.

2.4 Licensee acknowledges that URI has, and will from time to time create, other computer software programs that may be based upon or related to the Software or Deliverables and that those other programs are not licensed to Licensee under this Agreement.

2.5 Except as specifically set forth in this Agreement, Licensee acknowledges that URI has no responsibility for providing Licensee with any services, support, product, upgrades or other enhancements for or in connection with, and that URI is under no obligation to create any product, upgrades or enhancements to the Licensed Work.

### 3. FEES AND PAYMENTS

3.1 In consideration of the rights granted to Licensee under this Agreement, Licensee will pay URI the license and other fees (the "Fees") in the manner and amounts set forth in this Agreement, which payments will be nonrefundable and irrevocable except as otherwise provided in Sections 5 or 6. Unless set forth in an Order Form, the Fees are due and payable in United States' dollars, in full, net thirty (30) days of Licensee's receipt of URI's correct or corrected invoice. Within five (5) business days of its receipt, THE COUNTY shall return any invoice that fails to identify the Order Form, schedule number (if applicable), period covered (for maintenance), and, if applicable, list price and discounted price. For those original and corrected invoices not returned, the respective Fees are due and payable as set forth in this Section 3.1.

3.2 The amounts due to URI under this Agreement do not include taxes, duties or similar fees. If URI is required to pay (a) sales, use, property, value-added, withholding or other taxes, (b) any customs or other duties, or (c) any import, warehouse or other fees, associated with the importation or delivery based on the licenses granted or services performed under this Agreement or on Licensee's use of the Licensed Work or the Professional Services, then such taxes, duties or fees will be billed to and paid by Licensee. If Licensee is permitted to declare any such taxes, Licensee will declare and pay such taxes and URI will not be required to invoice Licensee. This Section 3.2 does not apply to and Licensee shall not be required to pay taxes based on URI's gross receipts, income or payroll taxes.

3.3 All past due invoices will accrue interest at the lesser of (a) one percent (1/2%) per month, or (b) the maximum rate permitted by applicable law, whichever is lower, in each case, from the date due until fully paid.

3.4 In addition to the fees herein, Licensee will reimburse URI for expenses incurred in furtherance of its performance under this Agreement

including, but not limited to, reasonable travel expenses and conference room rentals, if and as required; in connection with Supplier On-Boarding, Licensee will also reimburse URI for out-of-pocket expenses incurred such as WebEX fees. URI agrees to provide Licensee with copies of such receipts, ledgers, and other records as may be reasonably appropriate for Licensee or its accountants to verify the amount and nature of any such expenses. Licensee will reimburse expenses within thirty (30) days after receipt of URI's invoice for such expenses. All expenses and fees will be authorized by both parties prior to billing.

3.5 If performance of the Professional Services requires the connection of Licensee's equipment with URI's equipment via common carrier communication devices or terminal equipment, the devices and equipment provided and used by Licensee shall be of a type approved by URI, which approval shall not be unreasonably withheld. URI shall have the sole and exclusive right to select its own equipment, software and communications carriers to provide the Services. Licensee shall be responsible for the selection and maintenance of conforming equipment. Licensee shall also be responsible for the cost of any additional infrastructure necessary to support the Professional Services, such as dedicated servers, or telecommunication equipment or software.

### 4. WARRANTIES AND DISCLAIMERS.

4.1 URI warrants to Licensee that, on the date of Licensee's initial use of the Software and for a period ending ninety (90) days following that date (the "warranty period"), the Software will (i) perform in accordance with the published specifications and Documentation, (ii) operate in good working order, and (iii) be free of defects and malfunctions that adversely affect the operation or functions of the Software, although URI does not warrant that the Software will be free of errors. This warranty is subject to Licensee obtaining in advance URI's written approval of each enhancement or modification to the Software effected by URI during the warranty period. If notified in writing by Licensee during the warranty period, that the Software does not conform to any one or more of these warranties, URI will, at its sole option, either (x) correct significant program errors in the Software within a reasonable time, not to exceed fifteen (15) days; or (y) accept return of the Software and Documentation and refund any Licensee Fees paid by Licensee to URI under the applicable Order Form.

4.2 URI further warrants that: (i) that the Software was developed or lawfully obtained by URI, and (ii) that URI has the legal right to license the Software under the terms set forth in this Agreement and any Order Form.

4.3 URI warrants to Licensee that the Professional Services will be performed in a professional manner, consistent with generally accepted industry standards. If, however, in Licensee's reasonable opinion any of URI's personnel fail to carry out the Professional Services competently, Licensee may notify URI and URI shall promptly rectify the situation by devoting additional or alternative manpower to the Professional Services at no additional charge to Licensee, or by devising a mutually agreeable alternate or amended plan. In addition, URI warrants that (a) it has all right and authority necessary to enter into this Agreement, (b) it has all necessary licenses, permits and registrations required to provide the Professional Services, and (c) it is in compliance with and will maintain compliance with all applicable workers' compensation and wage laws. The sole and exclusive remedy for a breach of the limited warranty set forth in this Section 4.3 shall be to require URI to use commercially reasonable efforts to perform the Professional Services as soon as is reasonably practicable, but in no event, later than fifteen (15) days from the date Licensee notifies URI of such breach. In the event URI is unable, after receiving a warranty breach notice under this Section 4.3, to perform the Professional Services within the fifteen (15) day period, Licensee may terminate the applicable Order Form.

4.4 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, OR SATISFACTORY QUALITY

REGARDLESS OF WHETHER IMPOSED BY CONTRACT, STATUTE, COURSE OF DEALING, CUSTOM OR USAGE OR OTHERWISE.

Section 6 states the entire liability of either party with respect to infringements of any copyrights, patents, or any other proprietary rights.

#### LIMITATION OF LIABILITY.

5.1 Except for a violation of Sections 7 or 8 for which there shall be no limitation of liability, neither party (nor any of their representatives) shall be liable hereunder for any special, incidental, indirect or consequential damages whatsoever, whether such damages arise in contract, tort (including negligence) or otherwise, including but not limited to lost profits or revenues, business interruption, overhead costs, and damages arising out of commitments to subcontractors or personal services contracts, even if the other party has been advised or should have known of the possibility of such damages.

5.2 Notwithstanding any provision in this agreement to the contrary, URI will not be responsible for and will bear no liability for any damages arising from any use of the Licensed Work, or any stoppages, slowdowns, performance problems or other problems that are the result of the Internet or the Licensee's telecommunications or Internet access providers.

#### 6. INFRINGEMENT INDEMNITY.

6.1 URI shall indemnify, hold harmless and defend Licensee and its representatives against any final award of costs (including, but not limited to, court costs and reasonable attorney's fees) and damages arising out of or in connection with any infringement or claim of infringement of any copyright, patent, trademark, any intentional infringement of a trade secret or legally protected proprietary right of any third party, relating to the Licensed Work, provided that (a) Licensee promptly notifies URI in writing no later than thirty (30) days after Licensee's notice of any potential claim, (b) Licensee permits URI to defend, compromise or settle the claim, and (c) Licensee gives URI all available information, reasonable assistance, and authority to enable URI to do so. URI shall defend or settle, at its expense, any claim, action, suit or demand against Licensee and/or its representatives, for which URI is responsible hereunder.

6.2 If the Software or any portion of the Software becomes, or in URI's opinion is likely to become subject to any claim of infringement, URI will either (a) procure for Licensee the right to continue exercising its rights under this agreement with respect to the Software; or (b) replace or modify the Software to make it non-infringing, or if neither (a) or (b) are, in URI's reasonable discretion, commercially feasible, terminate the licenses to the corresponding Software granted under this Agreement and refund to Licensee all corresponding license fees paid to URI.

6.3 Notwithstanding the foregoing, URI will have no liability for any claim of infringement based upon any infringement claim for Licensee's: (a) use of a superseded or altered release of the Licensed Work if the infringement would have been avoided by the use of a current unaltered release of the Licensed Work that URI provided to Licensee; or (b) use of the Licensed Work which has been modified pursuant to either Licensee's specific request or Licensee's individual modifications or enhancements to the Software; (c) use of the Licensed Work: (i) other than in accordance with the terms and conditions set forth in this Agreement, (ii) other than under normal use as set forth in the Documentation, or (iii) in combination with other software or equipment not provided by URI if such infringement would not have occurred without such use or combination; or (d) continuing the allegedly infringing activity after notice.

6.4 In no event will either party's liability for indemnification under Section 6 exceed, in the aggregate, three (3) times the total aggregate dollar amount of the Order Form governing Licensee's use of the infringing material. Notwithstanding any provision in this Agreement to the contrary, this

#### 7. TRADE SECRETS AND CONFIDENTIAL INFORMATION.

7.1 Licensee acknowledges that URI is the owner of all Intellectual Property Rights associated with the Licensed Work and, except as set forth in this Agreement, URI does not grant any rights to or ownership of the Licensed Work to Licensee. Licensee further acknowledges that URI retains all right, title and interest in the Licensed Work and in all improvements, enhancements, modifications and Derivative Works of the Licensed Work including all rights to patent, copyright, trade secret and, attributable to URI efforts, whether such efforts are independent or in conjunction with Licensee, provided, however, that Licensee retains all right, title and interest in and to THE COUNTY Derivative Works. Notwithstanding anything else contained in this Agreement, THE COUNTY Derivative Works prepared or developed under this Agreement shall be Licensee's sole property. URI acknowledges that all THE COUNTY Derivative Works created pursuant to this Agreement will be deemed to be the property of Licensee.

7.2 Licensee agrees that all trademark and intellectual property notices for the Licensed Work will be preserved unmodified. Licensee hereby acknowledges and agrees that the Licensed Work and Derivative Works constitute and contain valuable proprietary products and trade secrets of URI, embodying substantial creative efforts and confidential information, ideas, and expressions. Licensee further agrees to take all reasonable steps to ensure that unauthorized persons will not have access to any of the Licensed Work and that all authorized persons having access will refrain from any disclosure, duplication or reproduction of the Licensed Work except to the extent permitted under this Agreement.

7.3 Licensee agrees not to challenge, directly or indirectly, any right or interest of URI in the Licensed Work or Derivative Work nor the validity or enforceability of URI's rights under applicable law. Licensee agrees not to directly or indirectly register, apply for registration or attempt to acquire any legal protection for, or any proprietary rights in, Licensed Work or Derivative Work or to take any other action which may adversely affect URI's rights or interest in the Licensed Work or Derivative Work in any jurisdiction.

7.4 Licensee agrees to notify URI immediately and in writing of all circumstances, of which Licensee is aware, surrounding the unauthorized possession or use of the Licensed Work by any person or entity. Licensee agrees to cooperate fully with URI, at URI's expense, in any litigation relating to or arising from such unauthorized possession or use.

7.5 Each party understands that the other party may disclose Confidential Information in the course of exercising its rights or performing its obligations under this Agreement. As between the parties, the Confidential Information of each party will remain its sole property. Each party will hold the Confidential Information of the other party in strict confidence and protect such Confidential Information from disclosure using the same care it uses to protect its own confidential information of like importance, but not less than reasonable care. The party employing or engaging persons having access to the Confidential Information of the other party is responsible and liable for their compliance with such confidentiality obligations. Notwithstanding the foregoing, if a party receiving Confidential Information becomes, under lawful process, subject to a demand for discovery or disclosure of such information, it will give the owner of the Confidential Information notice of the demand prior to furnishing the requested information and will, upon the request of and at the expense of the owner of the Confidential Information, cooperate with such party in seeking reasonable arrangements to protect the confidential nature of such information.

7.6 Source Code may include trade secrets of URI. THE COUNTY will not disclose or otherwise make any part of the Source Code (whether or not modified by THE COUNTY) available, in any form, to any person other than THE COUNTY members whose job performance requires such access. THE COUNTY agrees to instruct all such members on those obligations with respect to use, copying, protection, and confidentiality of Source Code.

7.7 Both parties acknowledge that, in the event of a breach of its obligations under this Section 7, the non-breaching party may (a) immediately terminate this Agreement without liability to the non-breaching party; (b) bring appropriate legal action to enjoin any such breach of this Agreement without the need to obtain a bond or other security; and (c) recover from breaching party reasonable attorneys' fees and costs in addition to other appropriate relief.

7.8 URI acknowledges that, in the event of a breach of its obligations under Section 7.5, Licensee may bring an appropriate legal action to enjoin any such breach of this Agreement without the need to obtain a bond or other security.

## 8. TRADEMARKS.

8.1 Licensee acknowledges URI's ownership of the trademark "UR International," the Software names, and all related trademarks and service marks. Except as set forth in this Agreement, Licensee further acknowledges that it will acquire no interest in such trademarks and service marks by virtue of this Agreement or the performance by Licensee of its duties and obligations under this Agreement. Licensee agrees not to use the name "URI" or any of the Software names or marks (or any confusingly similar name or symbol), in whole or in part, as part of Licensee's business or trade name.

8.2 Subject to the prior written approval of the party owning such name, each party may grant the other a non-exclusive, limited right and license to use the other party's name and logo solely for promotional purposes. Any use of Licensee's name is subject to the requirements of Section 13.14 of this Agreement.

## 9. EXPORT.

9.1 Licensee agrees that it will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, the Licensed Work, or any technical information about the Software, Documentation or any Deliverable or Derivative Work, to any country for which the United States Export Administration Act, any regulation thereunder, or any similar United States law or regulation, requires an export license or other United States government approval, unless the appropriate export license or approval has been obtained.

## 10. LICENSEE'S OBLIGATIONS.

10.1 Licensee agrees to cooperate with and assist URI in the performance of the Professional Services by providing such information and access to personnel and other resources as URI may reasonably request in connection with such performance. The parties agree that, to the extent that Licensee fails or delays in providing such cooperation and assistance, URI's obligations and/or performance times hereunder shall be extended or excused, as appropriate.

10.2 Licensee shall be solely responsible for: (a) maintaining adequate controls over their respective data transmissions, (b) monitoring such transmissions, (c) notifying URI of any non-conforming transmissions, failure to receive transmissions or failure to send or receive such transmissions, (d) setting applicable data processing and transmission parameters, (e) inspecting all data input and output for accuracy and completeness, (f) implementation and maintenance of appropriate safeguards to identify data and processing errors, (g) maintaining their own computer and telecommunication systems for communication and data exchange with URI, (h) monitoring and restricting the use of all passwords, user identification numbers and other security measures subject to their control and in accordance with Licensee's policies, (i) compliance with any applicable United States or foreign government regulations relating to their products and services; (j) the delivery of their products and services, and payment of all taxes, customs and duties related to the sale of their products and services, (k) selecting qualified personnel to operate their systems, software and

equipment, (l) training all personnel, and (m) ensuring a suitable environment and proper utilities necessary for URI to provide the Professional Services. URI will not be responsible for any failures or delays in performance of the Professional Services which directly or indirectly result from Client's failure or delay in effecting the foregoing or otherwise relating to Licensee's non-performance of any other obligations hereunder.

10.3 Licensee will permit URI, once per year, to audit Licensee's use of the Licensed Work, at reasonable times and with reasonable notice, for the purpose of verifying Licensee's adherence to the terms and conditions of this Agreement. Any audit requested by URI will be conducted during Licensee's regular business hours, will comply with Licensee's normal security procedures, and will not unreasonably interfere with Licensee's business operations. All out-of-pocket costs associated with an audit will be paid by URI, unless the audit reveals that Licensee has violated the terms and restrictions of the licenses granted in this Agreement, in which case all out-of-pocket costs will be paid by Licensee.

## 11. MAINTENANCE.

11.1 Maintenance Services: URI does not warrant that the Software will operate error-free. For a period of one (1) year from the date of delivery of the Software and thereafter only upon Licensee's payment of the Maintenance Services Fee for the applicable Order Form, URI shall provide maintenance services for the Licensed Work as specified herein ("Maintenance Services"). While Maintenance Services are in effect, URI shall:

- maintain the Software so that it operates in conformity with all applicable specifications;
- detect and correct all software errors discovered by Licensee or otherwise made known to URI;
- promptly provide Licensee with all modifications, refinements, corrections, and enhancements that URI incorporates into and makes a part of Software and does not separately price or market;
- provide customer telephone support through URI's national support number at 713-429-5041 Monday through Friday 8:00 a.m. to 5:00 p.m. Central Standard Time, off hours and weekend telephone and modem support to be provided within eight (8) hours of call (national holidays excepted),
- respond to telephone support requests within four (4) hours of call;
- provide a program fix or work-around for reported problems within forty-eight (48) hours for Critical Errors, within seven (7) business days for Significant Errors and by the next release of the Software for all Other Errors;
- provide an error or defect reporting service by which Licensee can be assured that any Errors, Defects, or Omissions made known to URI thereby will be promptly investigated and corrected; and
- will not be responsible for maintaining Licensee-modified portions of the Software.

Licensee understands that URI's ability to perform the Maintenance Services is subject to Licensee advising URI in advance of implementing each of Licensee's modifications or enhancements to the Software by: (i) documenting such changes and (ii) providing URI a copy of the Software containing such changes.

11.2 Maintenance Services Fees: In no event shall any maintenance fees for any product(s) identified in the applicable Order Form be increased in any year by more than five percent (5%) of the previous year's maintenance fees paid by Licensee, except as adjusted for purchase of additional software license(s).

11.3 Maintenance Standards, Discontinuance: URI represents and warrants that it shall perform all software maintenance services at least

according to the same quality standards as are contained in the Software at the time initially licensed by Licensee. URI shall not discontinue or fail to perform its maintenance services of the Software, as specified in Section 11.1.

**11.4 Correction At Licensee's Facilities:** URI may provide such maintenance services at its selected office; however, if no reasonable resolution can be made to correct Errors, Defects, or Omissions in the Software in URI's facilities, then upon request by Licensee, URI will make such correction, at no cost to Licensee for time and expenses (except for reasonable travel and living expenses), in Licensee's facilities. Licensee will provide reasonable access to the designated facility and reasonable user support to assist in correcting any such Errors, Defects or Omissions. In the event that the Error, Defect or Omission is determined by Licensee to be either: (i) not within the Software or (ii) attributed to any enhancement or modification to Software by Licensee, then Licensee will reimburse URI for reasonable time, materials, and travel expenses related to such alleged correction.

**11.5 Licensee's Obligation To Keep Current:** Licensee understands that all solutions, corrections, or improvements provided to it by URI are preferably timely implemented by Licensee into Software. Licensee further recognizes that its failure to implement such solutions, corrections, and improvements may render the Software unusable or nonconforming as to the latest documentation delivered by URI to Licensee.

## 12. TERM AND TERMINATION.

12.1 Notwithstanding any provision in this Agreement to the contrary, URI may terminate this Agreement at any time after the occurrence of any of the following events:

(a) Licensee is declared or acknowledges that it is insolvent or wise unable to pay its debts as they become due or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency or relief from creditors of Licensee;

(b) Licensee enters into any agreement relating to its acquisition by an unaffiliated third party or a majority of the equity interest of Licensee is obtained by an unaffiliated third party within any twelve (12) month period, or

(c) Licensee assigns or transfers this Agreement or any of its rights or obligations under this Agreement, without URI's prior written approval.

12.2 Licensee may terminate this Agreement at any time after URI is declared or acknowledges that it is insolvent or otherwise unable to pay its debts as they become due or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency or relief from creditors or URI.

12.3 Either party may, at its option, terminate this Agreement for a material breach of the provisions set forth in Sections 1 through 12 by the other party after giving the other party written notice, specifically identifying the breach on which termination is based, and thirty (30) days to cure such breach (except for a breach based upon non-payment of any sums due for which the breaching party will have ten (10) days to cure such breach). If the breach is not cured within the appropriate time period, this Agreement will terminate without further action by either party.

12.4 Sections 5, 6, 7, 13.10, and 13.14, and all provisions that by their nature are intended to survive termination of this Agreement shall continue in effect.

12.5 Upon termination of this Agreement: (a) Licensee will immediately pay to URI all outstanding fees, charges, payment and expenses then due under this Agreement, and (b) any support or maintenance obligation relating to the applicable Software will immediately terminate.

12.6 Termination of this Agreement will not relieve Licensee from any obligation to pay URI any amount that has accrued or become payable prior to the termination date.

## 13. GENERAL PROVISIONS.

13.1 This Agreement does not create any relationship of association, partnership, joint venture or agency between the parties. Neither party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other party.

13.2 This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter in this Agreement. This Agreement merges all previous discussions and negotiations between the parties and supersedes and replaces any and every other agreement, which may have existed between URI and Licensee with respect to the contents of this Agreement.

13.3 Work will be done at either Licensee's or URI's premises, as agreed. If work is done at Licensee's premises, Licensee agrees to provide URI personnel with a safe workplace consistent with that provided to its own employees. Licensee also agrees to provide reasonable access to key Licensee personnel necessary for URI to perform the Maintenance Services or the Professional Services. URI personnel will observe all safety and access practices and other applicable rules in effect at such workplace, provided that reasonable notice of the rules has been given to URI. URI shall indemnify and hold the other party, its employees, agents and contractors harmless from and against any and all losses, expenses and claims (including those of third parties) for death, personal injury, or property damage caused by the negligence or willful misconduct of the party arising out of the performance of the Maintenance Services or the Professional Services.

13.4 Any purchase order issued by Licensee will not change or add to the terms and conditions of this Agreement.

13.5 Licensee and URI will develop appropriate administrative procedures for coordinating with each other.

13.6 Except to the extent and in the manner specified in this Agreement, any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each party.

13.7 The failure of either party to exercise any right granted under this Agreement, or to require the performance by the other party of any provision of this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

13.8 Neither Licensee nor URI may sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. This Agreement is binding upon the successors and assigns of Licensee and URI.

13.9 URI may enter into contracts, outsourcing agreements, in its sole discretion, in connection with any or all of its obligations under this Agreement.

13.10 The parties agree that no person or entity that is not a party to this Agreement will be deemed to be a third-party beneficiary or entitled to any rights under this Agreement.

13.11 All notices, requests, reports, submissions and other communications permitted or required to be given under this Agreement will be deemed to have been duly given if such notice or communication is in writing and sent by personal delivery or by airmail, cable, telegram, telex, facsimile transmission, email or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to the parties at addresses specified below until such time as either party gives the other party not less than ten (10) days' prior written notice of a change of address in accordance with the provisions of this Agreement.

13.12 If any provision of this Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it is determined to be illegal, invalid or unenforceable under such law be deemed null and void, and this Agreement will otherwise remain in full force and effect. Furthermore, it is the intention of the parties that in lieu of such illegal, invalid, or unenforceable provision, there automatically be added as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

13.13 In the event a dispute arises under this Agreement, the prevailing party will be entitled to all reasonable costs and expenses incurred by it in connection with such dispute (including, without limitation, all reasonable attorney's fees and costs incurred before and at any trial, arbitration or other proceeding), as well as all other relief granted in any suit or other proceeding.

13.14 Neither party may publicize or disclose to any third party any of the terms or provisions of this Agreement, or the discussions relating to any of the contents of this Agreement, without the prior written consent of a duly authorized officer of the other party, except as required by law.

13.15 Upon receiving prior and specific written consent of the Licensee in each instance of use, URI may use Licensee's name as a reference or

publicize Licensee as a retained or former client of URI in any proposal sent to third parties or in any other promotional materials, news releases, advertisement or disclosures. In addition to any other remedies available to Licensee, Licensee will be entitled to injunctive relief for any breach or threatened breach of this section by URI.

13.16 This Agreement is performable in Harris County, Texas. Any disputes or proceedings related or arising out of this Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas, without giving effect to its rules regarding conflicts of law. The United Nations Convention on the International Sale of Goods is expressly disclaimed. The sole and official language of this Agreement is English. The parties agree that the exclusive venue for any action arising under this Agreement will be in the state or federal courts located in Harris County, Texas, USA.

13.17 This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax will be sufficient to bind the parties to the terms and conditions of this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**The Fort bend County**

By \_\_\_\_\_

Title: \_\_\_\_\_

Address: Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

Telephone: (281) 341-8640

Fax: (281) 341-8645

**UR International, Inc.**

By: 

Title: President

Address: UR International, Inc.  
10701 Corporate Dr., Suite 286  
Stafford, Texas 77477

Telephone: (713) 429-5041

Fax: (713) 589-9103