

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM TO ZEN ICON DEPLOYMENT AGREEMENT

THIS AMENDMENT is entered into by and between Fort Bend County, a body corporate and politic, and The Harding Group, Inc., a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Zen Icon Deployment Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Time of Performance.** It is understood and agreed that the time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than three (3) weeks thereafter.
2. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding this agreement.
3. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to defending, indemnifying, holding or saving harmless for any reason are hereby deleted. The penalties and remedies provided by agreement do not limit common law remedies of tort, contract, or equity, including a suit for damages, injunction, or mandamus.
4. **Attorney Fees.** Fort Bend County does not agree to pay any and/or all attorney fees incurred by The Harding Group, Inc. in any way associated with this agreement.
5. **Arbitration.** Fort Bend County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
6. **Taxes.** Fort Bend County, Texas, is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
7. **Confidential Information.** The Harding Group, Inc. expressly acknowledges that Fort Bend County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, Fort Bend County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Fort Bend County by The Harding Group, Inc. shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas

Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

8. **Insurance.** Prior to commencement of the Services, The Harding Group, Inc. shall furnish Fort Bend County with evidence of all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Fort Bend County. The Harding Group, Inc. shall maintain such insurance coverage from the time Services commence until Services are completed. The Harding Group, Inc. shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas.
- a. The Harding Group, Inc. shall obtain such insurance of the following types and minimum limits:
 - i. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - ii. 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.
 - iii. 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.
 - iv. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - v. Information technology liability insurance with limits not less than \$1,000,000.
 - b. Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage. All Liability policies written on behalf of The Harding Group, Inc. shall contain a waiver of subrogation in favor of Fort Bend County and members of Commissioners Court.
 - c. If required coverage is written on a claims-made basis, The Harding Group, Inc. warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.
9. **Independent Contractor.** In the performance of work or services hereunder, The Harding Group, Inc. shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of The Harding Group, Inc. or, where permitted, of its subcontractors. The Harding Group, Inc. and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of Fort Bend County

and shall not be entitled to any of the privileges or benefits of Fort Bend County employment.

THE HARDING GROUP, INC.

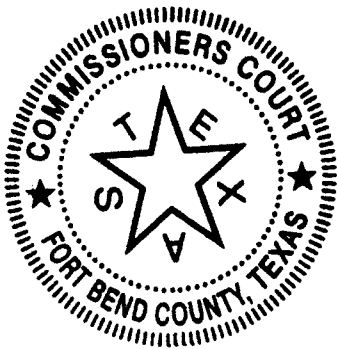
By: _____

Authorized Agent – Signature

Yaser Wassef
Authorized Agent – Printed Name

Title: EUP

Date: 1/10/2011



FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: 1-11-2011

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 750.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

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EXHIBIT A

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Zen Icon Deployment Proposal

Prepared for:

Fort Bend County

Reference: F00410050A

Texas BuyBoard #331-09

November, 2010

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Novell eDirectory to Microsoft Active Directory Migration

Disclaimer The Harding Group, Inc. (HGI), makes no representations or warranties with respect to the contents or use of this document, and specifically disclaims any express or implied warranties of merchantability or fitness for any particular purpose.

Address The Harding Group, Inc.
1125 Longpoint Ave
Dallas, TX 75247

Prepared By Alex Duncan, Stephen Flournoy

Zen Icon Deployment

November 2010

Reference: F0041050A

Fort Bend County

Consultants: Alex Duncan, George Lutch

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1 About The Harding Group

The Harding Group, Inc. (HGI) delivers award-winning information technology solutions to meet our client's needs. We have a reputation for innovative network design, integration and data management services offered by our certified engineering professionals.

Our engineering staff is widely recognized for their work with such varied clients as Cook Children's Hospital, Office of the Attorney General – State of Texas, Baptist Health Care System of Texas, East Texas Medical Center, The City of Corpus Christi, The City of Tulsa, and over 50 Independent School Districts in the State of Texas.

The company was founded in March, 1993, with four employees and was initially named DFW Computer Solutions. In November, 1995, the company incorporated and became The Harding Group, Inc. The corporate office is located in Dallas, Texas, with a branch office in Austin. Today we are still privately owned, have approximately 32 employees, and have grown to be one of the most well-known and respected IT service and support firms in the southwest.

Microsoft: The Harding Group is a Microsoft Gold Partner, an authorized Microsoft training facility, and a long-time member of the DFW Chapter of the International Association of Microsoft Certified Partners.

Novell: The Harding Group is the Dallas/Fort Worth Metroplex's most award-winning Novell Platinum Partner. We are proud to have won Novell's prestigious Service Excellence Award for eight consecutive years. These awards are based on customer satisfaction, technical service and consulting, sales and support of vendor products, commitment to education, and qualified engineering personnel.

SAN, Backup and DR Solutions: The Harding Group has some of the brightest minds in iSCSI and Fibre Channel SAN solutions. We provide service and consulting in all related areas of storage architecture, data storage, data management, clustering, data backup, data replication, SAN training, business continuance and disaster recovery. We are the nation's largest full-service reseller, implementer, and trainer of Xiotech FC SAN systems. HGI also serves as a full-service reseller and implementer of LeftHand Networks SAN solutions. The Harding Group has been successful in offering its Storage Protection Services (SPS), a remote backup solution, to many customers from varied business models.

2 Executive Summary

The Harding Group, Inc. would like to thank Fort Bend County for the opportunity to provide a proposal with our recommendations and implementation services. Included herein is a Scope of Work for assisting Fort Bend County with desktop consulting services. We have prepared two options in the proposal, Option 1 includes technical services for working with 5 (five) application icons and Option 2 includes technical services for 50 (fifty) application icons.

3 Scope of Work

Option #1

- Create shortcut application push for up to 5 applications on ZFD 3.X.
- Using a clean workstation create icon shortcuts on the desktop.
- Take snapshot of changes made to desktop.
- Create application from snapshot.
- Push new applications to a test workstation to verify that they work correctly.

Option #2

- Create shortcut application push for up to 50 applications on ZFD 3.X.
- Using a clean workstation create icon shortcuts on the desktop.
- Take snapshot of changes made to desktop.
- Create application from snapshot.
- Push new applications to a test workstation to verify that they work correctly.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be the initials 'JW'.

4 Costs

4.1 Professional Services cost

Option #1

- Technical Services - **\$750**
- **Our suggestion is that this work be done remotely.** Should travel be necessary, travel costs (hotel, flight/car/mileage, and per diem) will be billed in addition to above Consulting Services. This will not exceed **\$400** without prior approval from the client.

Option #2

- Technical Services - **\$7,500**
- **Our suggestion is that this work be done remotely.** Should travel be necessary, travel costs (hotel, flight/car/mileage, and per diem) will be billed in addition to above Consulting Services. This will not exceed **\$1,500** without prior approval from the client.

Addition out of scope work - \$150/hour on a time and materials basis

5 Cancellation and Rescheduling Policy

For any cancellations made by Fort Bend County within ten business days of the start of the Project, Client will incur a cost of half of the total time scheduled. For any cancellations made by the Client within five business days of the start of the Project, Client will incur the full cost of the total time scheduled. For any rescheduling of Services requested by the Client within five business days of the start of the Project, Client will incur all costs to modify travel arrangements and other related expenses.



6 Contact List

To ensure a successful project, direct all communications to the following individuals:

Fort Bend County

Project Manager

Name: Kenneth Ford
Address: Fort Bend County
Voice: 281-341-4570
Fax: 281-341-4526
E-Mail: Kenneth.ford@co.fort-bend.tx.us

Billing Contact

Name: Kenneth Ford
Address: Fort Bend County
Voice: 281-341-4570
Fax: 281-341-4526
E-Mail: Kenneth.ford@co.fort-bend.tx.us

The Harding Group, Inc.

Main Contact

Name: Stephen Flournoy
Address: 1125 Longpoint Ave
Dallas, TX 75247
Voice: 817-461-3393
Fax: 817-461-3394
E-Mail: sflournoy@harding-group.com

Project Manager

Name: George Lutch
Address: 1125 Longpoint Ave.
Dallas, TX 75247
Voice: 817-461-3393
Fax: 817-461-3394
E-Mail: aduncan@harding-group.com

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7 Proposed Schedule

Unless otherwise negotiated between the parties, The Harding Group, Inc. will generally require a one-week lead-time to start a project. Requests for HGI resources and schedules are managed by the Project Managers and will be assigned based on mutual agreement, the skill set needed for the project, and availability of engineers possessing the required set of skills. Below is the estimated project schedule.

Proposed Signing Date: TBD

Proposed Project Start Date: TBD

Proposed Completion Date: TBD

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8 Contractual Agreement

The Harding Group, Inc. (HGI) covenants and agrees that it shall use its best reasonable efforts, and that all persons employed by it to perform the Services hereunder, shall use their best reasonable efforts to perform the Services in a timely, efficient, diligent, competent and workmanlike manner.

Cost of and Payment for Product and Services will be as follows:

All payments will be made to HGI within 30 days of receipt of invoice. Late payments will incur a late fee of 2% of the total invoice. If The Harding Group, Inc. is carrying the up-front travel costs, there will be a 4% charge added to the travel costs. Travel costs include mileage at 48.5 cents per mile or airfare, accommodations, and per diem of \$35.00 per day. Travel time will be calculated from The Harding Group offices in Dallas, Texas.

Employment Solicitation

Neither Client nor any of its affiliates shall, directly or indirectly, solicit for employment, offer employment to, employ or engage as a consultant any individual who is then employed, or any individual who is employed by HGI. Likewise, neither HGI nor any of its affiliates shall, directly or indirectly, solicit for employment to, employ or engage as consultant any individual who is then employed by Client

Non-disclosure of confidential information

During the term of this agreement and for a period of three years after termination or expiration of this agreement, neither party shall in any way transfer to any third party, or use in direct or indirect competition with the other party, or any of its other agents, any information disclosed by a party to the other party, that is marked as confidential or that is or should be reasonably understood to be confidential. Confidential information includes, but is not limited to, technical solutions, technical information, client information, price lists, business plans, pricing information, and human resources information.

Taxes

Services of the nature provided hereunder are not currently subject to State of Texas sales or use tax; however, if subsequent to the date hereof the Services become subject to such taxes, Client agrees that it shall timely pay such taxes or reimburse Contractor for its payment thereof.

Limitations of Liability

Neither party shall be liable for any indirect, incidental, special, punitive or consequential damages or for any lost or imputed profits or revenues or lost data or costs of cover arising from or related to this agreement, regardless of the legal theory under which such liability is asserted, and regardless of whether a party has been advised of the possibility of any such liability, loss or



damage. The Harding Group, Inc.'s liability hereunder shall in no event exceed an amount equal to the revenue paid to HGI under this agreement.

Indemnification

Client shall indemnify, defend, and hold harmless The Harding Group, Inc. and its officers, directors, employees, agents and affiliates from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, penalties, attorney's fees and disbursements) which may at any time be suffered or incurred by or be asserted against any or all of them, directly or indirectly, on account of or in connection with: (i) Client's default under any provision in this agreement, breach of any warranty or representation in this agreement, or failure in any way to perform any obligation under this agreement; (ii) personal injury, death, or damage to any loss of any property arising out of or in any way relating to the HGI services or pursuant, directly or indirectly, to this agreement; (iii) any claim, cause of action, judgment, liability or expense relating to or arising out of the acts or omissions of the client, its employees, contractors or agents.

The Harding Group, Inc. warrants that it is an authorized reseller for all products being sold to Fort Bend County under this agreement. Furthermore, HGI shall indemnify, defend, and hold harmless Fort Bend County and its officers, directors, employees, agents and affiliates from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, penalties, attorney's fees and disbursements) which may at any time be suffered or incurred by or be asserted against any or all of them, directly or indirectly, on account of or in connection with: (i) HGI's default under any provision in this agreement, breach of any warranty or representation in this agreement, or failure in any way to perform any obligation under this agreement; (ii) personal injury, death, or damage to any loss of any property arising out of or in any way relating to the Fort Bend County services or pursuant, directly or indirectly, to this agreement; (iii) any claim, cause of action, judgment, liability or expense relating to or arising out of the acts or omissions of Fort Bend County, its employees, contractors or agents.

Miscellaneous

Any dispute relating to this agreement shall be submitted for binding arbitration under the Commercial Arbitration rules of the American Arbitration Association. The venue for any such arbitration shall be Dallas, Texas. Neither party may assign this agreement or any of its rights or obligations hereunder without the prior written consent of the other party. In the event that any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect. Neither party's failure to insist upon strict performance of any provision of this agreement shall be construed as a waiver of any of its rights hereunder. Neither the course of conduct between parties nor trade practice shall act to modify any provision hereunder. Neither party will be liable for any delay or failure to perform its obligations hereunder (except with regard to payment obligations) where delayed or

Novell eDirectory to Microsoft Active Directory Migration

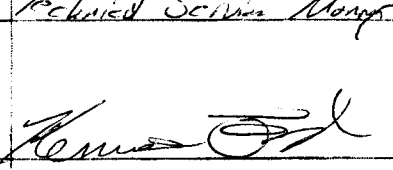
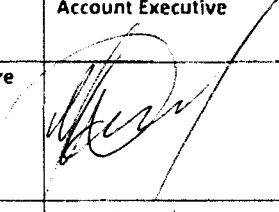
hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, changes in law or government regulation or any other event beyond its reasonable control. The laws of the State of Texas shall govern this agreement. In the event a party is required to enforce or preserve its rights under this agreement, the other party shall pay all of the reasonable attorney's fees and costs of the party enforcing its rights, including allocable costs of in-house counsel, incurred in connection with any such successful action. This agreement shall not be amended except by written amendment signed by both parties to this agreement.



9 Signature Page

Fort Bend County approves the scope of work and terms for Proposal # T00210050A.

| Application Description | Phases (Costs in \$) | | | Approved (Initials) | Declined (Initials) |
|---------------------------------|----------------------|----------------------------|-----------|---------------------|---------------------|
| | Services | Product Hardware/ Software | Total | | |
| Option #1 Technical Services | \$750.00 | \$0.00 | \$750.00 | | |
| Option #2 Technical Services | \$7,500 | \$0.00 | \$7500.00 | | |
| | | | | | |

| | | | |
|------------------|---|-------------------------|--|
| Fort Bend County | | The Harding Group, Inc. | |
| Name | Kenneth Ford | Name | Stephen Flournoy |
| Title | Technical Services Manager | Title | Account Executive |
| Signature |  | Signature |  |
| Date | 1/12/11 | Date | 1/16/2011 |

*Our suggestion is this work be done remotely. Should travel be necessary, travel costs (hotel, flight/car/mileage, and per diem) will be billed in addition to above Consulting Services.

Option #1 will not exceed \$400 without prior approval from the client.

Option #2 will not exceed \$1500 without prior approval from the client.

