

AMENDMENT TO HART LICENSE AGREEMENT

This Amendment ("Amendment") is made this 30th day of July 2015 by and between Hart InterCivic ("Hart") and Fort Bend County, Texas ("County").

WHEREAS, Hart and the County are parties to a certain Addendum to the Warranty, Support, and License Agreement entered into on or about July 27, 2010 ("Agreement" attached hereto as Exhibit A and incorporated by reference);

WHEREAS, Hart and County desire to amend the Term Date of the Agreement;

WHEREAS, Hart and County desire to extend the Agreement into the Second Term Commitment;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Hart and County agree as follows:

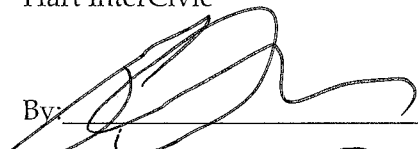
1. The Initial Term Commitment of the Agreement is extended from July 1, 2015 - September 30, 2015. County shall pay an amount not to exceed FORTY-TWO THOUSAND EIGHT HUNDRED SIX DOLLARS and 52/100 (\$42,806.52) for maintenance and support services provided for the remainder of the Initial Term Commitment as detailed in Exhibit B.
2. County wishes to extend the Agreement into the Second Term Commitment period of October 1, 2015 – September 30, 2018 at the annual rate of ONE HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS and 00/100 (\$171,226.00). The annual invoice date for the Second Term Commitment shall be October 1, 2015 and County shall pay Hart as stated by the Agreement.
3. **Software Support Services.** County does not agree to pay Hart for software support services which Hart determines, in its sole discretion, are in addition to the support services provided under the Agreement. Hart will provide County an estimate detailing the additional support services prior to performing the services.
4. **Protection of Confidential and Proprietary Information.** Hart expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Hart shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

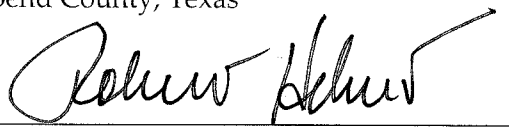
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Hart InterCivic

Fort Bend County, Texas

By: 

By: 

Name: Phillip Braithwaite

Name: Robert Hebert

Title: CEO

Title: County Judge

Date: 9/15/15

Date: 9-17-15
Approved by commissioners court
8-25-15

ATTEST:



Laura Richard
County Clerk

Reviewed
By: 

Name: John Oldham

