

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO APPLIED INFORMATION MASTER CLOUD SERVICES AGREEMENT

THIS ADDENDUM is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Applied Information, Inc., ("Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Applied Information Master Cloud Services Agreement with Customer for software services, ("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. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
2. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Confidential Information.** Contractor 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 Contractor 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. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
7. **Arbitration.** 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.
8. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and

waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

- 9. **Publicity.** Contractor may not list County as a customer or use County's logo without prior written consent by County.
- 10. **Export Control Laws.** County and Contractor must not export or re-export, directly or indirectly, any Subscription Services, Documentation or confidential information to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.
- 11. **Conflict.** In the event there is a conflict between this Addendum, an Order Form, or the Agreement, this Addendum controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2016.

FORT BEND COUNTY

Robert E. Hebert, County Judge

11-1-16

Date

ATTEST:

Laura Richard, County Clerk



CONTRACTOR

Ryan Zenzen

Authorized Agent - Signature

Ryan Zenzen

Authorized Agent- Printed Name

Vice President of Operations

Title

10/10/2016

Date

REL
11/1/16

AUDITOR'S CERTIFICATE

434,208.00

I hereby certify that funds in the amount of \$~~212,208.00~~ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

EXHIBIT A

Applied Information Master Cloud Services Agreement with Customer

This Master Agreement ("Agreement") is between Applied Information, Inc. ("Applied Information"), a Georgia corporation, and Customer. It should be read together with each Order Form. Parts of this Agreement may not apply to a particular Customer.

PART ONE – SUBSCRIPTION SERVICES.

1. **Access to the Subscription Services.** Applied Information grants Customer a right to receive the Subscription Services.
 - 1.1. The Software is located on servers that are controlled by service providers contracted to Applied Information. Customer may access the Software, but has no right to receive a copy of the object code or source code to the Software.
 - 1.2. Customer must have a high speed Internet connection, and hardware and software that is compatible with the Subscription Services, as set out in the Documentation. None of these things are Applied Information's responsibility.
 - 1.3. Applied Information regularly upgrades and updates the Subscription Services. This means that the Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may also mean that Customer needs to upgrade its equipment in order to make efficient use of the Subscription Services. Applied Information will provide Customer with advance notification in this case.
 - 1.4. Applied Information recognizes that Customer may have legitimate business reasons for not upgrading to a new version of the Subscription Services as soon as the version becomes available. However, Applied Information will not support old versions indefinitely. Applied Information has policy that sets out what happens when old versions reach end-of-life (to view the current policy, click on this link). When an old version used by Customer is at end-of-life, Applied Information may remove Customer's access to that version and upgrade Customer to a new version.
 - 1.5. Applied Information solely owns the intellectual property in the Software (except for third party components) and the Documentation.
2. **Conditions of Use.** The Subscription Services provided to Customer are non-exclusive, non-transferable (except as provided in Section 17.4), and are for Customer's internal business use only. Customer's right to use the Subscription Services is conditional upon the following. Customer may not:
 - 2.1. transfer to any other person any of its rights to use the Subscription Services;
 - 2.2. sell, rent or lease the Subscription Services;

- 2.3. make the Subscription Services available to anyone who is not an "Authorized User".
An Authorized User is an employee of Customer, or of a person to whom Customer has outsourced services, who is authorized to access the Software as either a named or concurrent user;
- 2.4. create any derivative works based upon the Subscription Services or Documentation;
- 2.5. copy any feature, design or graphic in, or reverse engineer the Software;
- 2.6. access the Subscription Services(i) in order to build a competitive solution or to assist someone else to build a competitive solution; or (ii) if Customer is an employee of a Applied Information competitor;
- 2.7. use the Subscription Services in a way that violates any criminal or civil law;
- 2.8. load test the Subscription Services in order to test scalability; or,
- 2.9. exceed the usage limits listed in the Order Form.

3. Customer Data.

- 3.1. Customer must provide all data for use in the Subscription Services, and Applied Information is not obliged to modify or add to the Customer Data. Customer is solely responsible for the content and accuracy of the Customer Data.
- 3.2. The Customer Data belongs to Customer, and Applied Information makes no claim to any right of ownership in it.
- 3.3. Applied Information must keep the Customer Data confidential in accordance with Section 13 of this Agreement.
- 3.4. Applied Information must use the Customer Data strictly as necessary to carry out its obligations under this Agreement, and for no other purpose. However, Applied Information:
 - 3.4.1. may observe and report back to Customer on Customer's usage of the Subscription Services, and make recommendations for improved usage of the Subscription Services;
 - 3.4.2. may identify trends and publish reports on its findings provided the reports include data aggregated from more than one customer site and do not identify Customer; and,
 - 3.4.3. must ensure that the data center containing the Customer Data meets the following physical and electronic security requirements: (i) single point of entry; (ii) main access monitored with additional access for emergency purposes only; (iii) surveillance cameras in facility; (iv) access validation with identity check; (v) access only to persons on Applied Information approved access list; (vi) log-in validation; (vii) creation of accounts only as verified by Applied Information or sub-contracted hosting provider; (viii) access to servers via encrypted means; and, (ix) servers running behind secure firewall.
- 3.5. Applied Information must comply with the principles of the EU Data Protection Directive 95/46 and the Telecoms Data Protection Directive as amended ("the Directives") and any successor legislation, in relation to any "personal data" received by or originating from Customer and Customer clients, to the extent that the Directives apply to "data processors".

- 3.6. Applied Information must take reasonable technical and organizational measures to keep personal data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and, must deal with the information only in accordance with Customer's instructions, provided they are reasonable and lawful.
- 3.7. Applied Information must back up Customer Data once in each 24-hour period.
4. **Subscription Services Warranties.** Applied Information warrants that: (i) the Subscription Services will function substantially as described in the Documentation; and (ii) Applied Information owns or otherwise has the right to provide the Subscription Services to Customer under this Agreement. The remedies set out in this Section 4 are Customer's exclusive remedies for breach of either warranty.
- 4.1. If the Subscription Services do not function substantially in accordance with the Documentation, Applied Information must, at its option, either (i) modify the Subscription Services to conform to the Documentation; or (ii) provide a workaround solution that will reasonably meet Customer's requirements. If neither of these options is commercially feasible, either party may terminate the relevant Order Form under this Agreement, in which case Applied Information shall refund to Customer all fees pre-paid to Applied Information under the relevant Order Form for unused Subscription Services.
- 4.2. If the normal operation, possession or use of the Subscription Services by Customer is found to infringe any third party U.S. intellectual property right or Applied Information believes that this is likely, Applied Information must, at its option, either (i) obtain a license from such third party for the benefit of Customer; (ii) modify the Subscription Services so that they no longer infringe; or (iii) if neither of these options is commercially feasible, terminate the relevant Order Form under this Agreement, in which case Applied Information shall refund to Customer all fees pre-paid to Applied Information under the relevant Order Form for unused Subscription Services.
- 4.3. However, Applied Information has no warranty obligations for:
- 4.3.1. the extent that Software has been modified by Customer or any third party, unless the modification has been approved in writing by Applied Information;
- 4.3.2. a version of the Subscription Services that has passed its end-of-life date (see Section 1.4); or,
- 4.3.3. problems in the Subscription Services caused by any third party software or hardware, by accidental damage or by other matters beyond Applied Information's reasonable control.

PART TWO – PROFESSIONAL SERVICES.

5. **Professional Services Warranties.** Applied Information warrants that (i) the Work Product will substantially conform to the Statement of Work; and (ii) the Professional Services will be performed with reasonable skill, care and diligence. The remedies set out in this Section 5 are Customer's exclusive remedies for breach of either warranty.

- 5.1. If the Professional Services do not conform to the Statement of Work or are not performed with reasonable skill, care and diligence, Applied Information shall re-perform the Professional Services to the extent necessary to correct the defective performance.
6. **Customer's Responsibilities.** Customer must provide Applied Information with all information, access, and full good faith cooperation reasonably necessary to enable Applied Information to deliver the Professional Services, and must do anything that is identified in the Statement of Work as Customer's responsibility. If Customer fails to do this, Applied Information will be relieved of its obligations to the extent that the obligations are dependent upon Customer's performance.
7. **Intellectual Property Ownership.** Applied Information solely owns the intellectual property in the Work Product. Upon payment in full of any amounts due for Professional Services, Customer shall have a non-exclusive, non-transferable (except as provided in Section 17.4) right to use the Work Product for Customer's internal business purposes. This right shall continue for so long as, and be subject to the same terms and conditions as the right to use the subscription Services.

PART THREE – GENERAL.

8. **Term of Agreement.** This Agreement start on the date that Customer signs an Order Form and ends when Applied Information no longer is obliged to provide Customer with Subscription Services or Professional Services under any Order Forms.
9. **Payments.** Customer must pay the fees listed in the relevant Order Form.
- 9.1. Customer must pay a finance charge on any overdue payment of one and one-half percent (1-1/2%) for each month or portion of a month that the payment is overdue, or the highest interest rate permitted by applicable law, whichever is the lower. Interest shall compound monthly. The fees do not include any taxes, and Customer shall pay any sales, use, value added or other taxes or import duties (other than corporate income taxes payable by Applied Information) due as a result of any amounts paid to Applied Information. Customer shall bear all of Applied Information's costs of collection of overdue fees, including reasonable attorneys' fees.
- 9.2. If Customer initially purchases Subscription Services for a term, and subsequently orders additional product, the purchase price for the additional product shall be pro-rated so that the added subscriptions terminate on the same day as the initial subscription.
10. **Termination and Suspension.**
- 10.1. Either party may terminate rights granted under a particular Order Form if the other breaches any material term of the Order Form (including a material term of this Agreement insofar as it applies to the Order Form) and the breach is not cured within 30 days of written notice. Customer's breach of Section 2.9 of this Agreement shall be considered a material breach.
- 10.2. Instead of terminating rights granted to a Customer under an Order Form, Applied Information may suspend the provision of Subscription Services to Customer

for a period of up to 45 days. At any time during that period, Applied Information may terminate the rights granted to Customer.

- 10.3. Sections 2.4, 2.5, 3.3, 7, 9, 11, 12, 13, 14, 15 and 17 continue after this Agreement ends.
- 10.4. If Applied Information terminates an Order Form under this Agreement because of non-payment by Customer, all unpaid fees for the remainder of the Subscription Term immediately fall due for payment.
- 10.5. Upon termination of Customer's Subscription Service, Applied Information must promptly provide Customer with all Customer Data in comma separated value (CSV) format. However, Applied Information may retain Customer Data in backup media for an additional period of up to 12 months, or longer if required by law.

11. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SUBSCRIPTION SERVICES, WORK PRODUCT AND PROFESSIONAL SERVICES ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND APPLIED INFORMATION DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLIED INFORMATION DOES NOT WARRANT THAT THE USE OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

12. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SUBSCRIPTION SERVICES, SOFTWARE AND DOCUMENTATION NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SUBSCRIPTION SERVICES OR WORK PRODUCT. EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT ORDER FORM SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER TO APPLIED INFORMATION UNDER SUCH RELEVANT ORDER FORM DURING THE 24 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN APPLIED INFORMATION AND CUSTOMER AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO APPLIED INFORMATION. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF APPLIED INFORMATION'S INTELLECTUAL PROPERTY RIGHTS, OR A BREACH OF SECTION 13

OF THIS AGREEMENT, OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

13. Confidentiality.

- 13.1. The Subscription Services, Software, Documentation and Work Product contain valuable trade secrets that are the sole property of Applied Information, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer must take reasonable care to prevent unauthorized access to or duplication of the Subscription Services, Software, Documentation, and Work Product.
- 13.2. The Customer Data may include valuable trade secrets that are the sole property of Customer. Applied Information must take reasonable care to prevent other parties from learning of these trade secrets.
- 13.3. Sections 13.1 and 13.2 do not apply to any information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

14. Indemnification by Applied Information. Applied Information must indemnify and hold harmless Customer, its affiliates, directors and employees from any damages finally awarded against Customer (including, without limitation, reasonable costs and legal fees incurred by Customer) arising out of any third party suit, claim or other legal action alleging that the use of the Subscription Services, Documentation or Work Product by Customer infringes any copyright, trade secret or United States patent, ("Legal Action"). Applied Information must also assume the defense of the Legal Action.

- 14.1. However, Applied Information shall have no indemnification obligations for any Legal Action arising out of: (i) a combination of the Subscription Services, Software or Work Product with software or products not supplied, or approved in writing by Applied Information; (ii) any repair, adjustment, modification or alteration to the Subscription Services by Customer or any third party, unless approved in writing by Applied Information; or (iii) any refusal by Customer to install and use a non-infringing version of the Subscription Services, or Work Product offered by Applied Information under Section 4.2(ii). Section 4.2(ii) and this Section 14 state the entire liability of Applied Information with respect to any intellectual property infringement by the Subscription Services, Software or Work Product.
- 14.2. Customer must give written notice to Applied Information of any Legal Action no later than 30 days after first receiving notice of a Legal Action, and must give copies to Applied Information of all communications, notices and/or other actions relating to the Legal Action. Customer must give Applied Information the sole control of the defense of any Legal Action, must act in accordance with the reasonable instructions of Applied Information and must give Applied Information such assistance as Applied Information

reasonably requests to defend or settle such claim. Applied Information must conduct its defense at all times in a manner that is not adverse to Customer's interests. Customer may employ its own counsel to assist it with respect to any such claim. Customer must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Applied Information or its counsel, or because Applied Information fails to assume control of the defense. Customer must not settle or compromise any Legal Action without Applied Information's express written consent. Applied Information shall be relieved of its indemnification obligation under Section 14 if Customer materially fails to comply with Section 14.2.

15. Indemnification by Customer. Customer must indemnify and hold harmless Applied Information, its affiliates, directors, and employees from any damages finally awarded against Applied Information (including, without limitation, reasonable costs and legal fees incurred by Customer) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the Customer Data, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the Customer Data ("Legal Claim").

15.1. Applied Information must give written notice to Customer of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim, and must give copies to Customer of all communications, notices and/or other actions relating to the Legal Claim. Applied Information must give Customer the sole control of the defense of any Legal Claim, must act in accordance with the reasonable instructions of Customer and must give Customer such assistance as Customer reasonably requests to defend or settle such claim. Customer must conduct its defense at all times in a manner which is not adverse to Applied Information's interests. Applied Information may employ its own counsel to assist it with respect to any such claim. Applied Information must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Customer or its counsel, or because Customer fails to assume control of the defense. Applied Information must not settle or compromise any Legal Claim without Customer's express written consent. Customer shall be relieved of its indemnification obligation under Section 15 if Applied Information materially fails to comply with Section 15.1.

16. Publicity.

16.1. Applied Information may list Customer as a customer and use Customer's logo on Applied Information's website, on publicly available customer lists, and in media releases.

17. Miscellaneous.

17.1. This Agreement together with the Order Form represent the entire agreement of the parties, and supersede any prior or current understandings, whether written or oral. If there is a conflict between the Agreement and an Order Form, the Order Form will prevail.

17.2. This Agreement may not be changed or any part waived except in writing by the parties.

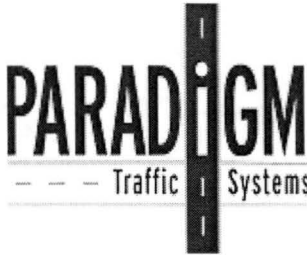
- 17.3. This Agreement will be governed by the laws of the State of Georgia. The parties consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Georgia for any claim relating to this Agreement.
- 17.4. Customer must not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Applied Information. Applied Information may not withhold such consent in the case of an assignment by Customer of its rights and obligations to an entity that has acquired all, or substantially all of Customer's assets, or to an assignment that is part of a genuine corporate restructure. Any assignment in breach of this Section is void.
- 17.5. Customer must not export or re-export, directly or indirectly, any Subscription Services, Documentation or confidential information to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.
- 17.6. The Subscription Services and Documentation provided to the U.S. Government are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. 12.212 or 48 C.F.R.227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.

PART FOUR – DEFINITIONS.

18. Glossary.

- 18.1. "Customer Data" means any electronic information stored in the Software database.
- 18.2. "Documentation" means user documentation provided electronically by Applied Information for use with the Subscription Services, as periodically updated.
- 18.3. "Order Form" means a document provided by Applied Information and signed by Customer that describes Applied Information's service offering.
- 18.4. "Professional Services" means the training, consulting, development and other professional services identified on an Statement of Work, but does not include the Subscription Services.
- 18.5. "Statement of Work" means a document provided by Applied Information and signed by Customer that describes the Professional Services to be provided by Applied Information to Customer.
- 18.6. "Software" means the software whose functionality is described in the Order Form.
- 18.7. "Subscription Services" means the hosted customer experience solutions identified in an Order Form, and any modifications periodically made by Applied Information, but does not include the Professional Services.

- 18.8. "Subscription Term" means the period of time during which Applied Information is required to provide Customer with the Subscription Services.
- 18.9. "Work Product" means object code, source code, flow charts, documentation, information, reports, test results, findings, ideas and any works and other materials developed by Applied Information in providing the Professional Services to Customer.



9001 Jameel, Suite 130 Houston, TX 77040
 713-864-7545- fax 713-864-7588
 www.paradigmtraffic.com

QUOTATION
Revised 8-30-16 @ 2:55 PM

TO: Ft. Bend County
 19310 Beechnut
 Richmond, TX 77469
 attn: Brian Fields
 ph: 281-341-9562
 fax: 281-341-9481

RFQ: BuyBoard Contract # 432-13
 Public Safety, Fire House Supply Equipment
 Traffic Signals
 512-467-0222 ph
 800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
8/30/16	LS	30 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q19251LS
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	1	Centracs 100 Licenses with Integration of 10 Intersections Including the following Modules and Services: Centracs MMS (Maintenance Management System) 500 License MMS Module Centracs Local Edition Centracs Synchro Interface Module Centracs Bronze SMA (Including all modules above)				\$214,000.00	\$214,000.00
2	1	Server Kit - to include: 1 - Comms Server 1 - Application Server 1 - Sequel Server 2014 1 - Microsoft Server 2012 R2				\$17,000.00	\$17,000.00
3	1	Discount				(\$18,792.00)	(\$18,792.00)
NOTE: Purchase Orders MUST be processed through WWW.BUYBOARD.COM							

TOTAL **\$212,208.00**

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Lance Shannon
 Paradigm Traffic Systems, Inc.
 Federal ID# 75-2520341



9001 Jameel, Suite 130 Houston, TX 77040
 713-864-7545- fax 713-864-7588
 www.paradigmtraffic.com

QUOTATION
Revised 8-30-16 @ 2:55 PM

TO: Ft. Bend County
 19310 Beechnut
 Richmond, TX 77469
 attn: Brian Fields
 ph: 281-341-9562
 fax: 281-341-9481

RFQ: BuyBoard Contract # 432-13
 Public Safety, Fire House Supply Equipment
 Traffic Signals
 512-467-0222 ph
 800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
8/30/16	LS	45-75 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q19661LS
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	50	Applied Info Preemption Kit w/ FMU2, Glance Software and 5 Year Cell D				\$4,440.00	\$222,000.00
NOTE: Purchase Orders MUST be processed through WWW.BUYBOARD.COM							
						TOTAL	\$222,000.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Lance Shannon
 Paradigm Traffic Systems, Inc.
 Federal ID# 75-2520341



Software License Agreement and Terms of Use
Centracs™ Advanced Transportation Management System Software

Centracs Software License Agreement (CSLA)

IMPORTANT! READ CAREFULLY:

This **Centracs** SOFTWARE License Agreement ("CSLA") is a legal agreement between Agency Name ("Licensee") and Econolite ("Licensor") for any and all **Centracs** software product(s), which includes computer software and associated media, printed materials, and "online" or electronic documentation ("SOFTWARE") provided under the Agency Name contract. By installing, copying, or otherwise using the SOFTWARE, you the Licensee agree to be bound by the terms of this CSLA. If you do not agree to the terms of this CSLA, you may not use the SOFTWARE.

SOFTWARE License

The SOFTWARE and its documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

This CSLA grants you the following rights:

- You may install and use the **Centracs** Core, Device Manager, Communications and other Server components of the SOFTWARE on computers located on City/Agency premises communicating with the maximum of number of field devices set by the license key included with the SOFTWARE.
- You may use **Centracs** SOFTWARE to monitor and operate only those devices that are owned by and are located within the jurisdiction of the Agency. Use of **Centracs** to manage devices owned by another Agency without express written consent of Econolite is expressly prohibited.
- You may install and use the **Centracs** Client/Workstation SOFTWARE on any number of workstations located on the premises of City/Agency or agency partners/consultants. The **Centracs** Client/Workstation SOFTWARE may only be used with the City/Agency **Centracs** system. Use of the **Centracs** Client/Workstation SOFTWARE with other City/Agency **Centracs** systems is expressly prohibited.
- You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law, notwithstanding this limitation.
- You may not sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the SOFTWARE or any parts thereof to another party.
- Without prejudice to any other rights, Econolite may terminate this CSLA if you fail to comply with the terms and conditions of this CSLA. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.

SOFTWARE Ownership

Any *Centracs* software ("SOFTWARE") that is made available from Econolite is the copyrighted work of Econolite and/or its suppliers or others that have licensed material to Econolite. Use of the SOFTWARE is governed by these Terms of Use and CSLA contained therein. Econolite retains all right, title, and interest in and to the SOFTWARE and all related copyrights, trade secrets, patents, trademarks, and any other intellectual and industrial property and proprietary right, including registrations application, renewals, and extensions of such rights.

The SOFTWARE is made available for use by customers of Econolite and/or its subsidiaries, distributors, authorized agents or representatives or suppliers, according to this CSLA. Any reproduction or redistribution of the SOFTWARE not in accordance with the Terms of Use is expressly prohibited by law. You may not install any *Centracs* SOFTWARE unless you agree to these Terms of Use in their entirety. Specifically you may not sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the SOFTWARE to another party

Warranties

Econolite warrants that the media, if any, on which the SOFTWARE is delivered and documentation supplied is free from defects in material and workmanship under normal use and service and that the SOFTWARE will substantially conform to the description contained in the documentation for a period of one-year beginning upon completion of acceptance testing of the SOFTWARE. In the event of notification within the warranty period of defects in material or workmanship, or if the SOFTWARE does not substantially conform to the description contained in the documentation, ECONOLITE, at its sole option, will repair or replace the defective media or documentation or correct the defects in the SOFTWARE. The foregoing is the only warranty of any kind expressed or implied. There are no implied warranties of merchantability and fitness for a particular purpose. In no event shall ECONOLITE, or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of property, injury, life, business profits, business interruption, loss of information, or other pecuniary loss) arising out of the use of or inability to use this SOFTWARE.

Econolite agrees to provide City/Agency with one year of technical support via phone or email for the SOFTWARE beginning upon completion of acceptance testing of the SOFTWARE. This technical support will cover all SOFTWARE components provided by Econolite. SOFTWARE components provided by others, (including any and all area maps and intersection graphics) will not be included in this technical support.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-125709

Date Filed:
10/18/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Paradigm Traffic Systems, Inc.
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

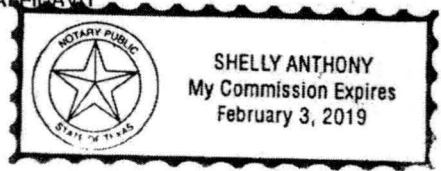
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23619
Traffic Signal Hardware

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Priester, Jerry	Arlington, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Dan Jayner
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Shelly Anthony, this the 18th day of October, 2016, to certify which, witness my hand and seal of office.

Shelly Anthony Shelly Anthony Office/Purchasing Manager
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Paradigm Traffic Systems, Inc.
Arlington, TX United States

Certificate Number:
2016-125709

Date Filed:
10/18/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
11/01/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23619
Traffic Signal Hardware

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Priester, Jerry	Arlington, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath