

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ELEVENTH AMENDMENT TO INNOVATIVE INTERFACE AGREEMENT

THIS ELEVENTH AMENDMENT ("11th Amendment") is made by and between Fort Bend County, Texas, a body corporate and politic, acting by and through its Commissioners Court, 401 Jackson St., Richmond, Texas 77469 ("County"), and Innovative Interfaces, Inc. who has purchased GIS Information Systems., Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, ("Innovative").

WITNESSETH:

WHEREAS, Innovative and County executed and entered into the following: an Agreement dated February 22, 2011; a First Amendment dated October 2, 2012; a Second Amendment dated November 26, 2013, a Third Amendment dated November 17, 2014; a Fourth Amendment dated April 28, 2015; a Fifth Amendment dated February 23, 2016; and a Sixth Amendment dated June 24, 2016; a Seventh Amendment dated February 2, 2017; an Eighth Amendment approved on December 19, 2017; a Ninth Amendment in June 2018; and a Tenth Amendment on January 29, 2019 (hereinafter collectively referred to as "Agreement" and attached hereto as Exhibit "I" and incorporated by reference), procured through the City of De Soto, Texas' processes and procedures and through an Interlocal Cooperation Agreement between County and the City of De Soto, Texas, for a computerized system (hereinafter referred to as "Polaris ILS"®) consisting of hardware and software and related services.

WHEREAS, County desires to purchase additional staff user licenses which include maintenance and additional SIP2 maintenance from Innovative so that County can continue using the software, as described in the price quotation attached hereto as Exhibit "II" and incorporated by reference; and

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Innovative is hereby amended as follows:

1. **Software License and Maintenance.** Innovative shall provide the additional software licenses, renew the software licenses and maintenance services, and perform server migration services ("Services") to County as detailed in Exhibit II.
2. **Payment.** Payment for the Services provided in Exhibit II shall be made as follows:
 1. The maximum compensation for the services provided as described in Exhibit II is one thousand nine hundred ninety-one dollars and fifty-nine cents (\$1,991.59).
 2. County will pay Innovative based on the following procedures:
 - (i) Innovative shall submit to County an original copy of each invoice showing the amounts due for services in a form acceptable to County to the following address:

Fort Bend County Auditor
 c/o Accounts Payable
 301 Jackson, Suite 701, Richmond, Texas 77469
 Email: auditor@fortbendcountytexas.gov
 Fax: 281-341-3774

(ii) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with the Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by Innovative, County shall notify Innovative no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE. Notwithstanding anything to the contrary in this 10th Amendment, Innovative reserves the right to suspend access to the services in the event of any past due fees. No additional funding shall be available for services provided under this 10th Amendment without prior written consent of County.

3. **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 11th Amendment, Fort Bend County shall notify all necessary parties that this 11th Amendment 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.
4. **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.
5. **Confidential Information.** Innovative 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 10th Amendment 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 Innovative 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.
6. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this 10th Amendment. 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 10th Amendment and waive the right to sue or be sued elsewhere. Nothing in the 10th Amendment shall be construed to waive the County's sovereign immunity. By signature below, Innovative represents pursuant to Section 2252.152 of the Texas Government Code, that Licensee is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
7. **Termination.** County may terminate this 10th Amendment at any time upon thirty (30) days written notice.
8. **Automatic Renewal.** The Services shall only automatically renew for the same or lower price as listed thereon. Any renewal that increases the cost to County must be executed in a written agreement signed by the parties.
9. **Understanding, Fair Construction.** By execution of this 11th Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this 11th Amendment. This 11th Amendment, although drawn by one party,

shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

10. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this 11th Amendment, Exhibit II, and/or the Agreement, the provisions of this 11th Amendment shall prevail.

IN WITNESS WHEREOF, this 11th Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this 11th Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY



KP George, County Judge

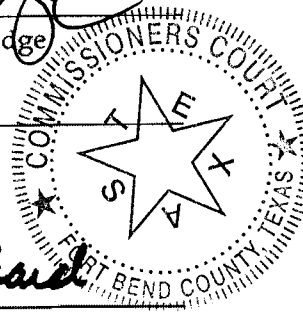
9-24-2019

Date

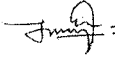
ATTEST:



Laura Richard, County Clerk



INNOVATIVE INTERFACES, INC.



Authorized Agent - Signature

Akin Adekeye

Authorized Agent- Printed Name

VP & General Counsel

Title

Sep 16, 2019

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 1991.59 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor



Invoice

Innovative Interfaces, Inc.
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States
 billing@iii.com

Invoice # INV-INC22529
 Invoice Date 7/24/2019
 Terms Net 30
 PO #
 Due Date 8/23/2019
 Site Code FORT1704
 Created From Sales Order #SO-INC21780
 Currency US Dollar

Bill To

Fort Bend Co. Libraries
 George Memorial Library
 1001 Golfview Drive
 Richmond TX 77469
 United States

| Qty | Description | Options | Amount |
|-----|--------------------------------------------|---------|----------|
| 24 | Additional Staff User Licenses Maintenance | | 1,701.00 |
| 6 | Additional SIP2 Maitenance | | 290.59 |
| 6 | Additional SIP2 Maitenance | | 0.00 |
| 24 | Additional Staff User Licenses Maintenance | | 0.00 |
| | 1 July 2019 - 30 November 2019 | | |

Total 1,991.59
Amount Due US\$1,991.59

FEIN 94-2553274

Please remit electronically to:
 Bank of America, N.A.
 ABA/Routing Code: 026009593
 SWIFT: BOFAUS3N
 Beneficiary: Innovative Interfaces Incorporated
 Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
 Innovative Interfaces, Inc
 PO Box 74008010
 Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
 Bank of America Lockbox Services
 Innovative Interfaces, Inc
 LBX #74008010
 540 W Madison, FL 4
 Chicago, IL 60661

For billing inquiries contact us at:
 1-510-655-6200 or billing@iii.com

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.
 Innovative Interfaces Incorporated
 Emeryville, CA United States

Certificate Number:
 2019-540377

Date Filed:
 09/16/2019

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:
 09/24/2019

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.
 24498
 Eleventh Amendment Additional Licenses

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)