

**AMENDMENT NO. 7 TO TYLER TECHNOLOGIES, INC.'S
SOFTWARE AND SERVICES AGREEMENT**

THIS AMENDMENT No. 7 ("Amendment 7") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Tyler Technologies, Inc., ("Tyler"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have previously entered into and executed that certain Purchase and License Agreement for software services, ("Agreement"), attached hereto as "Exhibit 1", and incorporated by reference, and which was last amended on January 7, 2020;

WHEREAS, Tyler is the sole source provider for eCitation and Mobile Solution systems;

WHEREAS, the parties would like to renew the Agreement as described in "Exhibit 2," subject to the changes herein; and

WHEREAS, Tyler represents it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following changes are incorporated as if a part of the original Agreement:

1. **Scope of Service.** Tyler shall render software services to County in accordance with the Tyler's Purchase and License Agreement, subject to the changes herein, attached hereto as Exhibit 1, and incorporated by reference.
2. **Term.** This Amendment is effective as of October 1, 2020, and shall terminate on September 30, 2021. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
3. **Compensation and Payment.** Tyler's fees shall be calculated at the rates set forth in the attached Exhibit 2. The Maximum Compensation for the performance of services within the Scope of Services is Sixty Thousand, One Hundred Seventy-Eight, and 10/100 dollars (\$60,178.10). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved changed order. County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** Tyler clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Sixty Thousand, One Hundred Seventy-Eight, and 10/100 dollars (\$60,178.10), specifically allocated to fully discharge any and all liabilities County may incur. Tyler does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Tyler may become entitled to and the total maximum sum that County may become liable to pay to Tyler shall not under any conditions, circumstances, or interpretations thereof exceed Sixty Thousand, One Hundred Seventy-Eight, and 10/100 dollars (\$60,178.10).

5. **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.
6. **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.
7. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
8. **Confidential Information.** Tyler 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 Tyler 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.
9. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Tyler in any way associated with the Agreement.
10. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to dispute resolution or binding arbitration.
11. **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.
12. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code. By signature below, Tyler verifies Tyler does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code §2252.152 Acknowledgment. By signature below, Tyler represents pursuant to Section 2252.152 of the Texas Government Code, that Tyler 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 2252.153.
 - c. Fort Bend County Resolution Against Human Trafficking. By signature below, Tyler acknowledges that Fort Bend County is opposed to human trafficking and that no County Funds will be used in support of services or activities that violate human trafficking laws.
13. **Conflict.** The terms and conditions of the previous Agreement that have not been modified herein, remain in full force and event. In the event there is a conflict between this Amendment and the attached Exhibits, this Amendment controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation

contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this 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 Amendment and the exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge

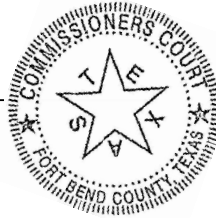
1-26-2021

Date

ATTEST:



Laura Richard, County Clerk



TYLER TECHNOLOGIES, INC.



Authorized Agent - Signature

Sherry Clark

Authorized Agent – Printed Name

Sr. Corporate Attorney

Title

1/7/2021

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 60,178.10 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert E. Sturdivant, County Auditor

Exhibit 1: Purchase and License Agreement

Exhibit 2: Software Maintenance Invoice

Exhibit 1

Purchase and License Agreement



PURCHASE and LICENSE AGREEMENT - Amended (original executed 9/28/10)

THIS AGREEMENT is entered into and effective as of the date this Agreement is signed by both parties below, (hereinafter referred to as the "Effective Date") by and between Brazos Technology Corporation, a Texas corporation, with its principal offices located at 526 University Drive East, Suite 201-A, College Station, Texas 77840 (hereinafter referred to as "Brazos Technology"), and FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas with its principal offices located at 301 Jackson Street, Suite 201, Richmond, Texas 77469 (hereinafter referred to as "Licensee").

This Agreement is made with respect to the following facts and objectives:

RECITALS:

- A. Brazos Technology has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the "Software").
- B. Licensee desires to obtain a non-exclusive license to use the Software and Brazos Technology desires to grant Licensee such a license.

INCORPORATION OF DOCUMENTS:

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

Exhibit A	Maintenance Agreement
Exhibit B	Covered Sites, Software & Configuration

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. License. Brazos Technology hereby grants to Licensee a non-exclusive, non-transferable license to use the Software and the documentation, if any, provided in connection therewith (hereinafter referred to as the "Documentation"), subject to the terms of this agreement. Licensee may make one copy of the Software and Documentation for back-up and/or archival purposes.

2. Licensee Fee. Licensee agrees to pay Brazos Technology the license fee identified in Exhibit B of this Agreement. Such fee shall be due immediately upon execution of this Agreement by the parties. Fees for Configuration/Installation will be due on the following schedule: ½ upon contract execution and ½ upon delivery. Fees for training will be due upon delivery. Exhibit C identifies the recommended hardware required for delivery of the solution and will be due on the following schedule: ½ upon contract execution and ½ upon delivery.

3. Limitations of Use. Licensee acknowledges and agrees that Licensee will not timeshare, modify, sublicense, transfer, assign, copy, reverse engineer or decompile the Software, Documentation or any portion thereof except as expressly set forth herein. Licensee further acknowledges and agrees that Licensee will limit its use of the Software and Documentation to the number of users and/or the site location identified in Exhibit B to this Agreement.

4. Non-disclosure. Licensee acknowledges and agrees that the Software and Documentation contain trade secrets and/or confidential information (hereinafter collectively referred to as "Confidential Information") and that Licensee will take reasonable efforts to prevent the disclosure of such Confidential Information to any third party.

5. Ownership. Licensee acknowledges and agrees that Brazos Technology is the sole owner of all right, title and interest in and to the Software and Documentation and that nothing contained herein shall grant Licensee any ownership interest in the Software or Documentation.

6. Upgrades. In the event that Brazos Technology, in its sole discretion, should provide Licensee with any upgrades, corrections or modifications to the Software or Documentation, such upgrades, corrections or modifications shall be considered, as applicable, "Software" or "Documentation" for the purposes of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as obligating Brazos Technology to provide Licensee with any upgrades, corrections, modifications, maintenance services or support services hereunder.

7. Warranty.

7a. Brazos Technology warrants and represents that it is the owner of all right, title and interest in and to the Software and Documentation and that use of the Software and Documentation as contemplated herein shall not infringe upon any third party patent or copyright. This warranty and representation does not apply to any infringement arising out of any unauthorized modification of the Software or Documentation or any infringement arising out of the use of the Software or Documentation in combination with any third party product.

7b. Brazos Technology warrants, for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Brazos Technology, beginning upon the earlier of (i) the date of Customer's cutover to live operation of the Software (Go-live); or (ii) twelve (12) months after the Effective Date, and ending twelve (12) months thereafter (the "Warranty Period"). This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.

7c. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS" AND BRAZOS TECHNOLOGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRAZOS TECHNOLOGY DOES NOT WARRANT OR REPRESENT THAT ANY USE OF THE SOFTWARE OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE EXPRESSLY ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA.

8. Indemnification. Brazos Technology agrees to indemnify and defend Licensee from and against any third party claim arising out of a breach of the Warranty provisions set forth in this Agreement, provided that Brazos Technology is provided with prompt notice of any such third party claim and Brazos Technology is allowed full control over the defense of such claim. Licensee acknowledges and agrees that Brazos Technology may fulfill its obligations hereunder by (i) obtaining from the third party claimant a license pursuant to which Licensee may continue its use of the Software and Documentation or (ii) providing Licensee with substitute software and/or documentation that does not infringe upon the rights of the third party claimant. Licensee further acknowledges and agrees that in the event that Brazos Technology, in its sole discretion, determines that neither of the options set forth above are reasonable, Brazos Technology may fulfill its obligations hereunder by terminating this Agreement and refunding to Licensee the license fees paid by Licensee to Brazos Technology hereunder, prorated over a period of five (5) years.

9. Limitation of Liability.

9a. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BRAZOS TECHNOLOGY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OR ANY KIND WHATSOEVER,

INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF BRAZOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

9b. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF BRAZOS TECHNOLOGY FOR ANY LOSS OR CLAIM ARISING OUT OF THIS AGREEMENT, ANY USE OF THE SOFTWARE OR DOCUMENTATION, OR ANY INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EXCEED THE SUM OF THE LICENSE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY HEREUNDER.

10. Allocation or Risks. LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY FAIRLY AND ACCURATELY REFLECTS THE ALLOCATION OF RISKS BETWEEN LICENSEE AND BRAZOS TECHNOLOGY, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY MODIFICATIONS TO THE ALLOCATIONS OF RISK WOULD REQUIRE BRAZOS TECHNOLOGY TO CHARGE A HIGHER LICENSEE FEE FOR THE SOFTWARE AND DOCUMENTATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT EACH OF THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN IF ANY REMEDY CONTAINED HEREIN IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.

11a. This Agreement shall commence as of the Effective Date and shall continue unless and until terminated as set forth herein.

11b. Either party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and fails to cure such material breach within twenty (20) days after receiving written notice of the same.

11c. Brazos Technology may terminate this Agreement, immediately upon written notice to Licensee, in the event that Licensee fails to use the Software and Documentation for the purpose contemplated herein.

11d. Immediately upon any termination of this Agreement, Licensee shall return to Brazos Technology any and all copies of any Software or Documentation in its possession.

11e. The terms and conditions of this Agreement relating to Non-disclosure, Warranty, Limitation of Liability and Allocation of Risks shall survive any termination or expiration of this Agreement.

12. Assignment. Licensee acknowledges and agrees that it may not assign any right or obligation arising under this Agreement to any third party without the express written consent of Brazos Technology which may be withheld for any or no reason.

13. Governing Law. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts entered into and performed in Brazos County, and exclusive jurisdiction over any dispute arising out of or relating to this Agreement shall be held by the appropriate state and/or federal courts located in Brazos County, Texas.

14. Binding Effect. This Agreement shall inure to the benefit of and binding upon the parties hereto and to their respective successors and legal representatives.

15. Nonwaiver. No provisions of this Agreement will be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

16. No Joint Venture. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

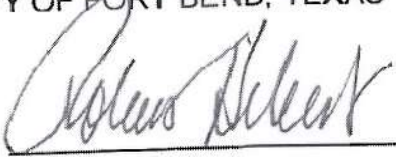
17. Severability. If any provision or application of this Agreement shall be held invalid or unenforceable the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.


18. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

IN WITNESS WHEREOF, the parties have hereunder executed this Agreement effective as of the date last signed.

COUNTY OF FORT BEND, TEXAS

BRAZOS TECHNOLOGY

Signed: 

Signed: 

Print Name: Robert E. Hebert

Print Name: Janet Joiner
Michael S. McAleer

Title: Fort Bend County Judge

Title: Executive VP, Finance, L&D
President

Date: August 25, 2015

Date: 7/30/15

EXHIBIT A -- Maintenance and Support Agreement

I. COVERAGE

During the term of this Agreement, BRAZOS TECHNOLOGY agrees to provide maintenance and support services for the Covered Software operating at the site(s) and on the purchased hardware configurations ("Maintenance Services"). Unless specifically listed, Covered Software does not include hardware, vendor operating systems and other system software, Licensee-developed software, and third-party software (except any third party software embedded in the Covered Software).

II. DESCRIPTION OF MAINTENANCE SERVICES

A.Support Services. During the term of this Agreement, BRAZOS TECHNOLOGY will provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement.

(1) **Service Response.** BRAZOS TECHNOLOGY will make available to Licensee a telephone number (the "Support Center HOTLINE") for Licensee to call requesting service of the Covered Software. The Support Center HOTLINE operates 24 x 7 x 365. The HOTLINE can also be used to notify BRAZOS TECHNOLOGY of problems associated with the Covered Software and related documentation.

B.Remedial Support. Upon receipt by BRAZOS TECHNOLOGY of notice from Licensee through the Support Center HOTLINE of an error, defect, malfunction or nonconformity in the Covered Software, BRAZOS TECHNOLOGY shall respond as provided below:

Severity 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. BRAZOS TECHNOLOGY will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If BRAZOS TECHNOLOGY delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable;



or the use is otherwise significantly impacted.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours. BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If BRAZOS TECHNOLOGY delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from BRAZOS TECHNOLOGY.

RESPONSE: BRAZOS TECHNOLOGY will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

C. Maintenance Services. During the term of this Agreement, BRAZOS TECHNOLOGY will maintain the Covered Software by providing software updates and enhancements to Licensee as the same are offered by BRAZOS TECHNOLOGY to its licensees of the Covered Software under maintenance generally ("Updates"). All software updates and enhancements provided to Licensee by BRAZOS TECHNOLOGY pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- (1) Bug fixes;
- (2) Enhancements to market data service software provided by BRAZOS TECHNOLOGY to keep current with changes in market data services or as BRAZOS TECHNOLOGY makes enhancements;
- (3) Enhancements to keep current with the current hardware vendor's OS releases, as available from BRAZOS TECHNOLOGY, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by BRAZOS TECHNOLOGY; and



(4) Performance enhancements to Covered Software.

(5) Updates do not include:

(a) Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and

(b) New operating system updates or hardware bios updates.

Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be made electronically to the installed computers automatically during a sync process. Licensee agrees to sync each device no less than once per month to obtain any software or configuration changes. Duplication, distribution and installation of documentation updates are the responsibility of Licensee. If requested, BRAZOS TECHNOLOGY will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

BRAZOS TECHNOLOGY will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, BRAZOS TECHNOLOGY shall have no further responsibility for supporting and maintaining the prior releases.

BRAZOS TECHNOLOGY assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Covered Software and were made without prior notification and written approval by BRAZOS TECHNOLOGY. BRAZOS TECHNOLOGY assumes no responsibility for the operation or performance of any Licensee-written or third-party application.

D. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

III. TIME AND MATERIALS SERVICES

A. For Non-BRAZOS TECHNOLOGY Problems. In the event that Licensee notifies BRAZOS TECHNOLOGY of a problem experienced by Licensee in connection with the



operation of the Covered Software, BRAZOS TECHNOLOGY shall respond as provided in Section III.B., above. If the cause of such problem is not an error, defect or nonconformity in the Covered Software, Licensee shall compensate BRAZOS TECHNOLOGY for all work performed by BRAZOS TECHNOLOGY in connection therewith, on a time and materials basis at Brazos Technology's then current standard rates, unless otherwise agreed by the parties in writing at the time, plus expenses. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

B. For Non-BRAZOS TECHNOLOGY Software. Upon request and reasonable notice from Licensee, BRAZOS TECHNOLOGY will provide assistance in the installation of non-BRAZOS TECHNOLOGY software on a time and materials basis, plus expenses. Non-BRAZOS TECHNOLOGY software consists of any software not specifically listed in Exhibit B, Section II, including the following:

1. New releases and updates to hardware vendor operating systems and other system software not listed in Exhibit B;
2. Licensee-developed software; and
3. Third-party software (except third party software embedded in the Covered Software).

IV. ACCESS

Software Maintenance is conditioned upon provision by Licensee to BRAZOS TECHNOLOGY of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. BRAZOS TECHNOLOGY will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Licensee standard security procedures. Information accessed by BRAZOS TECHNOLOGY agents or employees as a result of accessing Licensee system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

Licensee shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

V. PROBLEM REPORTING AND TRACKING PROCEDURES

Licensee may use the services described herein only by making reference to the authorized support Agreement number. All such reports and requests will be made through the authorized individuals (up to two [2] per site), who may be changed by Licensee from time



to time by written notice to BRAZOS TECHNOLOGY. A twenty-four (24) hour Support Center HOTLINE is provided for problem reporting outside of normal business hours.

VI. FEES

A. Maintenance Fees. Fees for Maintenance Services provided under this Agreement are based upon Covered Software in Exhibit B and due to Brazos. Any time a site or software package is added or deleted from Exhibit B, BRAZOS TECHNOLOGY will automatically adjust and/or amend Exhibit B accordingly. BRAZOS TECHNOLOGY will also perform a bi-annual audit of all sections in Exhibit B. If changes have occurred, BRAZOS TECHNOLOGY will adjust and/or amend Exhibit B, and maintenance fees will be adjusted accordingly.

Rates will be reviewed and adjusted accordingly when another site is added and/or the workstation/server base increases (i.e., added equipment and/or installed software) and/or software to be supported exceeds the Covered Software.

B. Payment. Maintenance fees and fees for on-site support, if applicable, will be invoiced annually, thirty (30) days in advance of the year by Brazos.

VII. EXCLUSION OF LIABILITY

BRAZOS TECHNOLOGY MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH BRAZOS TECHNOLOGY IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY BRAZOS TECHNOLOGY OF THE RISK OF LICENSEE CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, BRAZOS TECHNOLOGY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL BRAZOS TECHNOLOGY BE LIABLE HEREUNDER TO LICENSEE FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY LICENSEE TO BRAZOS TECHNOLOGY UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.



EXHIBIT B

I. Covered Sites

This Agreement covers the following Licensee sites:

- Fort Bend County Sheriff's Office
- Fort Bend County Justice Courts
- Fort Bend County Precinct 1 Constables Office
- Fort Bend County Precinct 2 Constables Office
- Fort Bend County Precinct 3 Constables Office
- Fort Bend County Precinct 4 Constables Office
- Fort Bend County Animal Control
- Fort Bend County Code Enforcement

II. Software and Configuration

Site-License not to exceed Two Hundred Forty (240) RunIT software license(s) for MDC or PDA

Software Includes:

- Unlimited number of logins to the MDC or PDA
- eCitation Task
- eParking Task

Configuration/Installation Fee

\$ 5,500 USD / New Agency

Configuration Includes:

- Customized MDC/Web screen layouts
- Customized citation receipt for defendant
- Customized citation report for court
- Integration with Tyler Odyssey

Extended Training

\$3,000 USD / New Agency

- 2 days of on-site training of officers
- Classroom and practical training



III. Maintenance Fees

Maintenance Services for the applications and configuration listed in Section II of this Exhibit, will be adjusted at each anniversary date of this Agreement to the then current pricing. Should additional software beyond what is covered be licensed and installed at the Covered Site(s), the fee will be adjusted to reflect the additional software.

- eCitation, hosting, maintenance and support Site License (not to exceed 240 devices) \$48,000 / yr
- Interface – Tyler Odyssey CMS \$1,000 / yr
- Interface – Tiburon RMS \$1,000 / yr

IV. Authorized Licensee Contacts

For purposes of this Agreement, the following individuals shall be designated per site as the authorized Licensee support contacts:

Name	Title	Phone#
Andrew Patti	Lt - Sheriff's Office	

EXHIBIT B



P.O. Box 10713
979.690.2811
College Station, TX 77842
www.brazos-tech.com

May 28, 2015

County of Fort Bend
301 Jackson Road
Suite 201
Richmond, TX 77469

RE: Brazos eCitation and Mobile Solution Software, Service, Repair, and Annual Maintenance Contract

This letter serves as a sole source document for products manufactured by Brazos Technology.

As the original equipment manufacturer (OEM), Brazos Technology is the only provider of factory-supported, factory trained, factory authorized and factory certified service and products for the Brazos eCitation and Mobile Solution systems.

We do not provide proprietary technical information to non-qualified entities.

Please do not hesitate to reach out to me directly if you have any further questions or concerns. Thank you for your business and for the opportunity to help the County of Fort Bend grow this project.

Sincerely,
Samuel D. Williams
Vice President
Brazos Technology
526 University Drive, Suite 201A
College Station, TX 77840
979.690.2811 x1505

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

AMENDMENT TO SOFTWARE AND SERVICES AGREEMENT

THIS AMENDMENT is entered into by and between Fort Bend County, a body corporate and politic, and Brazos Technology Corporation, a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Software and Services 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. **Confidential Information.** Brazos Technology Corporation 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 Brazos Technology Corporation 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.
2. **Indernity.** BRAZOS TECHNOLOGY CORPORATION SHALL SAVE HARMLESS FORT BEND COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF BRAZOS TECHNOLOGY CORPORATION, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BRAZOS TECHNOLOGY CORPORATION OR ANY OF BRAZOS TECHNOLOGY CORPORATION'S AGENTS, SERVANTS OR EMPLOYEES. 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 FORT BEND COUNTY DEFENDING, INDEMNIFYING, HOLDING OR SAVING HARMLESS ANY PARTY FOR ANY REASON ARE HEREBY DELETED.

3. **Insurance.** Prior to commencement of the Services, Brazos Technology Corporation 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. Brazos Technology Corporation shall maintain such insurance coverage from the time Services commence until Services are completed. Brazos Technology Corporation 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. Brazos Technology Corporation 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. Professional 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 except for Workers' Compensation. All Liability policies written on behalf of Brazos Technology Corporation 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, Brazos Technology Corporation 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.
4. **Limitation of Liability.** Section 9.a. of the Software License Agreement shall be revised to read as follows: LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT ALLOWED BY LAW BRAZOS TECHNOLOGY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF

WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF BRAZOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

- 5. **Independent Contractor.** In the performance of work or services hereunder, Contractor 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 Contractor or, where permitted, of its subcontractors. Contractor 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 County and shall not be entitled to any of the privileges or benefits of County employment.
- 6. **General.** The last sentence of Section VIII.C. of the Software Maintenance Agreement is hereby deleted.
- 7. **Limit of Appropriation.** Prior to the execution of this Agreement, Brazos Technology Corporation has been advised by Fort Bend County, and Brazos Technology Corporation clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that Fort Bend County shall have available the total maximum sum of two hundred and seventy-one thousand and nineteen dollars and no/100 dollars (\$271,019.00), including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by Fort Bend County. Brazos Technology Corporation does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Brazos Technology Corporation may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Brazos Technology Corporation hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of two hundred and seventy-one thousand and nineteen dollars and no/100 dollars (\$271,019.00) for all products and services described herein.
- 8. **Modifications.** Any modifications to the Agreement must be in writing and must be signed by both parties.

BRAZOS TECHNOLOGY CORPORATION

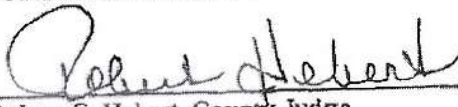
By: Michael S. Finale
Authorized Agent - Signature

Michael S. Finale
Authorized Agent - Printed Name

Title: President

Date: 9-13-2010

FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

Date: 10-5-2010

ATTEST:


Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 276,012.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

EXHIBIT A



SOFTWARE AND SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between Brazos Technology Corporation, a Texas corporation, with its principal offices located at 526 University Drive East, Suite 201-A, College Station, Texas 77840 (hereinafter referred to as "Brazos Technology"), and County of Fort Bend, a Texas County, with its principal offices located at 1410 Williams Way Blvd., Richmond, TX 77469 (hereinafter referred to as "Licensee").

This Agreement is made with respect to the following facts and objectives:

RECITALS:

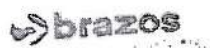
- A. Brazos Technology has developed a proprietary software product, which is designed to extend data and processes across multiple platforms and technologies (hereinafter referred to as the "Software").
- B. Licensee desires to obtain a non-exclusive license to use the Software and Brazos Technology desires to grant Licensee such a license.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

This agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- a. Schedule 1 - Proposal, Version 7.3
 - b. Exhibit A. - Software License Agreement (version 3.1)
 - c. Exhibit B. - Software Maintenance Agreement (version 3.1)
 - d. Exhibit C. - Fort Bend County Task Add-On (version 3.0)
-



IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

COUNTY OF FORT BEND

BRAZOS TECHNOLOGY

Signed: 

Signed: 

Print Name: Robert Helbert

Print Name: Michael S. McAleer

Title: County Judge

Title: President

Date: 9-28-10

Date: 9-13-2010

Brazos Technology (979) 690-2811



**e-Citation/Mobile Data Capture System
for Law Enforcement
Proposal - 11 PDA/130 MDC**



Presented to:

**County of
Fort Bend, Texas**

Submitted by:

R. Dale Cuthbertson
(979) 690-2811 x103
Brazos Technology Corporation
P.O. Box 10713, College Station, TX 77842

Proposal Date:

July 21, 2010

Magnetic strip/bar code reader/printer for every MDC

Proposal is valid for 30-days from the above-listed date.

Overview

It is our privilege to present the County of Fort Bend with the benefits of implementing the electronic hand-held ticket writers. We welcome this opportunity to engage with the County of Fort Bend in a successful endeavor, which will become the icon of the industry. Brazos Technology is committed to leveraging technology to optimize the performance of law enforcement, and our goal is to assure that your wants, needs and must haves are satisfied while performing above and beyond your expectations of a vendor.

This proposal outlines the hardware, software and resources needed to implement Brazos Technology's e-citation solution, with its inherent advantages, which will empower the department to be technologically innovative as your needs evolve. It also provides budgetary costs and outlines the next steps and assumptions in moving forward.

Thank you for your consideration. We encourage an interactive decision process, which will allow us to answer your questions and provide clarity to ensure that you are confident in making an informed decision.

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Executive Summary

Today more and more Law Enforcement Agencies are looking for ways to improve the efficiency of the citation-writing process. Through the use of advanced mobile technologies, the capabilities in extending applications to mobile personnel are becoming more and more robust.

As Law Enforcement Agencies are beginning to extend applications to mobile devices, several aspects of this solution are critical:

- 1) Ability to extend multiple different applications to each singular device
 - a) Allowing data to be "sent" from each application to each designated device
 - b) Allowing data to be "collected" at the point of activity and reach back to those multiple data sources as well.
- 2) Ability for Law Enforcement Personnel to easily and quickly enter data (much of which can be done through auto-population such as Drivers License swiping and VIN Tag scanning) into the mobile device.
- 3) Ability for Law Enforcement Personnel to easily read, enter and manipulate data via a compact mobile device.
- 4) Ability to quickly dispose of (drop or throw) devices in case of emergency – without damaging and routinely replacing each hand-held device.
- 5) Ability for the data to interface with the Court system.

This document outlines how Law Enforcement Agencies can leverage Brazos Technology's Rapid Extension Framework (REF) and Symbol Hand-held Scanners to achieve these goals. This technology is designed to afford each Law Enforcement Agency the following benefits, including but not limited to:

- Reallocation of Human Resources – Citation data is electronically entered at the point of activity, so court personnel must no longer re-enter data from hand-written tickets and are available for other tasks.
- Reduced paper flow – Citations are printed singularly rather than in triplicate (or more), thereby reducing paper flow between Law Enforcement and the Administrative Office of the Courts.
- Minimal data entry errors – Minimize costly mistakes by enforcing business rules via technology, reduce amount of hand written data, and remove the need to manually transfer information from written citation to electronic database.

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Brazos Technology Corporation e-Citation Solution Diagram

Law Enforcement personnel collect data by swiping Driver's License via the Mag Stripe Reader, Gain Vehicle Make, Model, and Year by scanning the Registration Tag, and easily choose offenses from drop down menus on the mobile device. Options are also available to gain key information (such as name) from credit cards, local student ID cards, etc. should an offender not have a license at time of traffic stop.

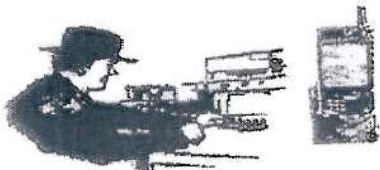


Officer with Motorola Wireless Unit

Handheld unit "speaks" directly to the printer via Bluetooth connection. The officer collects ticket (printed while officer is walking from offender's car) at the officer's vehicle. Citation printout includes all required instructions for the offender, offender's signature, and is designed to match the specific requirements of each PD.



Vehicle with Wireless Zebra Printer



Court and Law Enforcement Agency

Captured Citations are uploaded to the PD and Municipal Court Databases without the need for an intermediary server.

Officers simply place the handheld devices in their cradles at the end of the shift. All citations are uploaded while software upgrades and changes are downloaded automatically.

Note: This is only a sample layout of communication between resources. This entire process is customizable depending upon your particular needs.

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About Brazos Technology Corporation

Brazos Technology provides solutions and services designed to optimize the use of mobile technology within an organization -- with a strong focus on extending Law Enforcement applications and databases to devices in the hands of Law Enforcement personnel.

Brazos Technology was formed in 2000 and is committed to providing rock-solid solutions that are applicable and relevant to the unique needs of the men and women in law enforcement.

With more than 100 agencies actively using the Brazos Technology Ticket Writer, Brazos has been able to establish a proven track record of combining a solid solution with superior implementation, training and customer service.

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About Brazos Technology Corporation's Partner - Symbol Technologies, Inc.

Symbol Technologies, Inc., founded in 1975, is a global leader in secure mobile information systems that integrate application-specific handheld computers with wireless networks for data, voice and bar code data capture. Symbol products and services increase productivity and reduce costs for the world's leading retailers, logistics and transportation companies, government agencies, manufacturers and providers of healthcare, hospitality and homeland security.

Symbol's proven technology delivers efficiency. A unique combination of industry-leading innovation and award-winning ergonomic design, with miniaturization, superior power management and product ruggedization is the hallmark of Symbol's products.

Automated Citation Solutions - Symbol Technologies

Throughout the world, most law enforcement citations issued by officers, deputies, or officials for traffic or other minor violations are handwritten. After issuance, the citations (also called tickets, violation notices or infringement notices) are then manually entered into multiple databases using a key-based system. These manual systems are prone to many data entry errors or misinterpretation due to illegible writing.

Data entry error from these manual processes has far-reaching cost, efficiency and accuracy implications at each level of government:

- Law Enforcement services, departments and authorities: inaccurate records of violations
- Court and justice services: reduced ability to prosecute, convict or collect revenue efficiently
- Motor vehicle departments: inability to ensure that motorists with repeat violations remain off the road
- Transportation departments: inability to plan infrastructure improvements related to traffic signs, signals and congestion areas



Because of these inefficiencies and the resulting low productivity, the old manual key-based data entry processes have a negative effect on the organization's ability to serve the public.

A proven solution is available to eliminate these inefficiencies: wireless handheld mobile computing systems.

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Software

Remote Data Capture (RDC) - Designed to run on any Windows CE or Pocket PC mobile device, RDC has been specifically designed for the unique constraints of a mobile device, to include small screen size, lack of true keyboard for entry, and the availability of barcode scanners and camera. RDC is completely flexible, allowing for the enforcement of business rules specific to your needs, to ensure speed and accuracy in performing mobile tasks and data collection. RDC supports any number of tasks, allowing a single device to serve in many capacities simultaneously. Brazos Technology refers to the combination of a mobile device and the RDC application as "an RDC".

Brazos Technology's RDC has also been specifically tailored to work in an e-Citation environment to meet the unique demands of each individual law enforcement agency – and with little effort be able to meet the constant demands brought on by:

- Changes in local and national laws,
- Changes in business processes,
- Changes and upgrades of back-end systems connecting to the mobile devices,
- And changes and upgrades of the mobile devices themselves.

Training

Brazos Technology provides training on two levels – (1) the administration and operation for overall management of the framework and configuration and (2) the mobile device user for the daily tasks, which will be performed using the e-Citation platform. One or more persons should be identified as the designated trainer(s). Brazos Technology will equip the designated internal trainers to perform training as needed.

Brazos Technology also offers a more comprehensive training program that entails having a Brazos representative on-site during the rollout of the application. During the rollout phase, the Brazos representative can 'ride-along' with the officers to provide on the job training – which has proven to be the most beneficial way to ensure officer is up to speed in the most efficient way possible.

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Hardware

Symbol MC75 with 2D Barcode Scanner



Rated for a 4-5 foot drop to concrete and water resistant means your officers will be using the most rugged, reliable ticketwriter available! Using it in the rain is also no problem. It has a 624MHz processor, 256 MB of RAM, Microsoft Mobile 6.0 operating system, 802.11 connectivity, a Bluetooth radio, GPS, and cellular capability. This device has a built-in 2D scanner and a 2 megapixel, autofocus camera which allows the Brazos Solution to capture pictures, associate those pictures with the citation, and scan 2D barcodes.

For complete technical specifications, please go to the following URL:

<http://www.motorola.com/business/US/EN/MC75+.do?vqnextid=237def1a5113a110VqnVCM1000008406b00aRCRD>

ZEBRA RW420 Printer



Designed for the Road Warrior, the Zebra RW 420 is a mobile printer ideal for Law Enforcement applications. Its convenient vehicle mounting and charging options, as well as its user-intuitive interfaces and angled display allow for ease-of-use while on the go!

For complete technical specifications, please go to the following URL:

<http://www.zebra.com/id/zebra/na/en/index/products/printers/mobile/rw420.html>

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Number of mobile devices: 11

Number of MDC's: 138

Description	Price
Software and Services	\$102,150
Hardware - Printers	\$106,648
Printer Paper	\$4,250
Hardware - Devices	\$90,223
PROJECT PRICE	\$303,269
Provide 61 RDC Software Licenses at no Cost	-\$39,650
Reduce Setup and Configuration Fee	-\$500
TOTAL PROJECT PRICE	\$263,119

Amendments to Proposal:

- Annual software license fees will not increase regardless the number of added licenses

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Software and Services			
Description	Unit Price	Qty	Extended Price
Brazos RDC Software <ul style="list-style-type: none"> • One (1) year maintenance/support • Citations • Warnings • Field Interviews • Criminal Trespass Warnings • Parking Tickets • Stand-alone Racial Profiling (when not captured via the other 	\$650	141	\$91,650
Setup and Configuration of Solution <ul style="list-style-type: none"> *One-time fee independent of number of devices • Customized Screen and Print Layouts (from an existing layout) • Creation of Web report that is exactly like defendant citation • Customization of Offenses (includes additional information) • Import of Officer Information • Import of Location Information (if applicable) • Implementation of Bluetooth communication between mobile device and printer • Integration with court software • Installation of all software at customer site • Customization of additional reports 	\$7,500	1	\$7,500
Training <ul style="list-style-type: none"> • Two (2) days of officer/employee training • One (1) day of administrator training • Includes classroom and OJT training • All documentation 	\$3,000	1	\$3,000
** Additional training provided at \$1,500 per day	\$1,500	0	\$0
Total for Software and Services:			\$102,150

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Hardware - Printers			
** Assumes all devices are not mounted in vehicles and that the wall charger is purchased.			
Description	Unit Price	Qty	Extended Price
Zebra RW420 Bluetooth Printer • One (1) year manufacturer's warranty • Bluetooth Communications *To charge this printer you will need either the vehicle or wall mounted chargers below 	\$731	11	\$8,041
Vehicle Charger for Printer (optional) • 12VDC with pigtails to wire directly into a vehicle * Installation Not Included	\$95	130	\$12,350
Wall Charger for Printer (optional) • 110VAC plug to recharge the printer from a standard wall socket	\$65	11	\$715
Zebra RW420 w/o Bluetooth Printer • One (1) year manufacturer's warranty *To charge this printer you will need either the vehicle or wall mounted chargers below 	\$595	130	\$77,350
Panavise 727-06 Printer Mounting Pedestal * Installation Not Included	\$30	130	\$3,900
Zebra:AK18666-1 Kit Cable USB to RJ45	\$33	130	\$4,290
Additional Batteries for RW420 (optional)	\$78	0	\$0
Zebra Charger Quad Li-Ion 4-Bay Battery Charger	\$345	0	\$0
Extended Warranty for RW420 (optional) • 4 years Bronze Support • 3 - 5 Day turnaround	\$380	\$0	\$0
Total for Printers:			\$106,646
Supplies			
Description	Unit Price	Qty	Extended Price
One case (36 rolls) of standard thermal paper	\$85	50	\$4,250
One case (36 rolls) of Poly thermal paper	\$250	0	\$0
Total for Printer Paper:			\$4,250

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Hardware - MC75			
Description	Unit Price	Qty	Extended Price
 <p><u>Symbol MC75 (2D Imager)</u></p> <ul style="list-style-type: none"> • Described above • Includes AT&T, Verizon, or Sprint Cellular Capability (must specify) • 2 Mega-pixel autofocus camera • Built-in GPS • Extremely Bright 640X400 Full VGA Screen 	\$1,498	11	\$16,478
Magnetic Stripe Reader Attachment	\$145	11	\$1,595
Single Docking Cradle <ul style="list-style-type: none"> • Price includes all cables • Requires Microsoft ActiveSync and computer w/Internet connection 	\$150	0	\$0
USB Charging Cable Assembly <ul style="list-style-type: none"> • Price includes all cables • Requires Microsoft ActiveSync and computer w/Internet connection 	\$95	11	\$1,045
4-bay Docking Cradle (Highly Recommended) • Price includes all cables (power supply and 6' network cable)	\$425	2	\$850
Extended Warranty <ul style="list-style-type: none"> • 3 years Bronze Support • 3 - 5 Day turnaround • Comprehensive Coverage (no fault) • *Can only be purchased with new device 	\$265	11	\$2,915
Additional Extended Life Battery <ul style="list-style-type: none"> • 1.5x Battery 	\$59	0	\$0
4 - Bay Battery Charger Extended Life Battery	\$195	0	\$0
Auto Charger Cable <ul style="list-style-type: none"> • Auto Charger Cable w/cigarette lighter adapter 	\$122	0	\$0
E-Seek M-250 2D Barcode/Magnetic Stripe Reader w/ Smart Cable	\$518	130	\$67,340
RAM Vehicle Cradle w/USB port <ul style="list-style-type: none"> • Power and mounting bracket • *Installation not included. 	\$129	0	\$0
Total for MC75:			\$90,223

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Ongoing Software Fees

Annual Fees after the first year
(Annual Fees will be capped at 141 licenses.)

Brazos Technology	\$250 /unit
e-Citation updates, license renewal	
Brazos Technology e-mail Support	
Std maintenance covers config changes	

Interface to Court System	\$650
Interface to RMS System	\$650

*Any additional interfaces have an annual support cost of \$650 ea.

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Point of Contact

The County of Fort Bend and the Fort Bend County Justice of the Peace Court will have one (1) point of contact for implementation of software and subsequent maintenance needs. The point of contact with County of Fort Bend will be determined later.

Brazos Technology will schedule a Kick-Off Meeting with client to confirm configuration information and schedule implementation and training.

Mutual Responsibilities

The successful implementation of this project is contingent upon two primary factors:

- 1) Brazos Technology's dedication to support the County of Fort Bend throughout the pre-implementation and implementation phases, as well as throughout the lifecycle of the software to timely respond to support needs and
- 2) For the Courts and law enforcement to work diligently with Brazos Technology to identify and document its requirements and needs for this project (to be documented during pre-implementation phase) - as well as to show the dedication of its workforce to adopt such technology.

Rapid and Easy Extension of Other Applications

Because of Brazos Technology's unique methodology for extending applications to the mobile paradigm, the following are just a few examples of applications that could easily be extended to the mobile units literally within days of being requested by each agency (please request a quote for this capability - not included in this quote) :

- Accident/Crash Reports
- Seized Property and Evidence Tagging and Tracking
- Replacement gear ordering by officers
- Vehicle repair work-order submissions
- Community Outreach Programs Applications
- Rotation Wrecker Management System

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Assumptions

The following are assumptions on which the recommendations in this Proposal are based:

1. All information sources required for the mobile device are accessible through the County of Fort Bend network or the Internet.
2. Brazos will utilize the standard interface for the Court System.
3. An active internet connection is available at the location where the synchronization device will be installed.
4. Brazos Technologies does not provide installation services for hardware to be "mounted" into vehicles.
5. Any interface costs levied by Court or RMS system providers are separate and not reflected in this proposal

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SOFTWARE LICENSE AGREEMENT

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. License.** Brazos Technology hereby grants to Licensee a non-exclusive license to use the Software and the documentation, if any, provided in connection therewith (hereinafter referred to as the "Documentation") solely in connection with RDC and eCitation. Licensee may make one copy of the Software and Documentation for back-up and/or archival purposes.
- 2. Licensee Fee.** Licensee agrees to pay Brazos Technology the license fee identified in Exhibit A to this Agreement. Such fee shall be due immediately upon execution of this Agreement by the parties. Fees for Configuration/Installation will be due on the following schedule: ½ upon contract execution and ½ upon delivery. Fees for training will be due upon delivery. Exhibit B identifies the recommended hardware required for delivery of the solution and will be due on the following schedule: ½ upon contract execution and ½ upon delivery.
- 3. Limitations of Use.** Licensee acknowledges and agrees that Licensee will not timeshare, modify, sublicense, transfer, assign, copy, reverse engineer or decompile the Software, Documentation or any portion thereof except as expressly set forth herein. Licensee further acknowledges and agrees that Licensee will limit its use of the Software and Documentation to the number of users and/or the site location identified in Exhibit A to this Agreement.
- 4. Non-disclosure.** Licensee acknowledges and agrees that the Software and Documentation contain trade secrets and/or confidential information (hereinafter collectively referred to as "Confidential Information") and that Licensee will take reasonable efforts to prevent the disclosure of such Confidential Information to any third party.
- 5. Ownership.** Licensee acknowledges and agrees that Brazos Technology is the sole owner of all right, title and interest in and to the Software and Documentation and that nothing contained herein shall grant Licensee any ownership interest in the Software or Documentation.
- 6. Upgrades.** In the event that Brazos Technology, in its sole discretion, should provide Licensee with any upgrades, corrections or modifications to the Software or Documentation, such upgrades, corrections or modifications shall be considered, as applicable, "Software" or "Documentation" for the purposes of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as obligating Brazos Technology to provide



Licensee with any upgrades, corrections, modifications, maintenance services or support services hereunder.

7. Warranty.

a. Brazos Technology warrants and represents that it is the owner of all right, title and interest in and to the Software and Documentation and that use of the Software and Documentation as contemplated herein shall not infringe upon any third party patent or copyright. This warranty and representation does not apply to any infringement arising out of any unauthorized modification of the Software or Documentation or any infringement arising out of the use of the Software or Documentation in combination with any third party product.

b. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE AND DOCUMENTATION IS PROVIDED "AS IS" AND BRAZOS TECHNOLOGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRAZOS TECHNOLOGY DOES NOT WARRANT OR REPRESENT THAT ANY USE OF THE SOFTWARE OR DOCUMENTATION WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE EXPRESSLY ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA.

8. Indemnification. Brazos Technology agrees to indemnify and defend Licensee from and against any third party claim arising out of a breach of the Warranty provisions set forth in this Agreement, provided that Brazos Technology is provided with prompt notice of any such third party claim and Brazos Technology is allowed full control over the defense of such claim. Licensee acknowledges and agrees that Brazos Technology may fulfill its obligations hereunder by (i) obtaining from the third party claimant a license pursuant to which Licensee may continue its use of the Software and Documentation or (ii) providing Licensee with substitute software and/or documentation that does not infringe upon the rights of the third party claimant. Licensee further acknowledges and agrees that in the event that Brazos Technology, in its sole discretion, determines that neither of the options set forth above are reasonable, Brazos Technology may fulfill its obligations hereunder by terminating this Agreement and refunding to Licensee the license fees paid by Licensee to Brazos Technology hereunder, prorated over a period of five (5) years.

9. Limitation of Liability.

a. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BRAZOS TECHNOLOGY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OR ANY KIND



WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS, LOST SAVINGS, LOSS OF RECORDS OR LOSS OF DATA, ARISING OUT OF THE USE OF THE SOFTWARE OR DOCUMENTATION, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF BRAZOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

b. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF BRAZOS TECHNOLOGY FOR ANY LOSS OR CLAIM ARISING OUT OF THIS AGREEMENT, ANY USE OF THE SOFTWARE OR DOCUMENTATION, OR ANY INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EXCEED THE SUM OF THE LICENSE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY HEREUNDER.

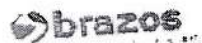
10. Allocation of Risks. LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSEE FEE PAID BY LICENSEE TO BRAZOS TECHNOLOGY FAIRLY AND ACCURATELY REFLECTS THE ALLOCATION OF RISKS BETWEEN LICENSEE AND BRAZOS TECHNOLOGY, INCLUDING WITHOUT LIMITATION, THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY MODIFICATIONS TO THE ALLOCATIONS OF RISK WOULD REQUIRE BRAZOS TECHNOLOGY TO CHARGE A HIGHER LICENSEE FEE FOR THE SOFTWARE AND DOCUMENTATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT EACH OF THE TERMS AND CONDITIONS SET FORTH IN THE WARRANTY AND LIMITATION OF LIABILITY SECTIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT, EVEN IF ANY REMEDY CONTAINED HEREIN IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.

a. This Agreement shall commence as of the Effective Date and shall continue unless and until terminated as set forth herein.

b. Either party may terminate this Agreement in the event that the other party commits a material breach of this Agreement and fails to cure such material breach within twenty (20) days after receiving written notice of the same.

c. Brazos Technology may terminate this Agreement, immediately upon written notice to Licensee, in the event that Licensee fails to use the Software and Documentation for the purpose contemplated herein.



V3.1

d. Immediately upon any termination of this Agreement, Licensee shall return to Brazos Technology any and all copies of any Software or Documentation in its possession.

e. The terms and conditions of this Agreement relating to Non-disclosure, Warranty, Limitation of Liability and Allocation of Risks shall survive any termination or expiration of this Agreement.

12. Assignment. Licensee acknowledges and agrees that it may not assign any right or obligation arising under this Agreement to any third party without the express written consent of Brazos Technology which may be withheld for any or no reason.

13. Governing Law. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts entered into and performed in BRAZOS TECHNOLOGY, and exclusive jurisdiction over any dispute arising out of or relating to this Agreement shall be held by the appropriate state and/or federal courts located in Ft. Bend County, Texas.

14. Binding Effect. This Agreement shall inure to the benefit of and binding upon the parties hereto and to their respective successors and legal representatives.

15. Nonwaiver. No provisions of this Agreement will be waived by any party except in writing. The parties hereto agree that the waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or any other provision or condition of this Agreement.

16. No Joint Venture. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent and neither party shall have any power to obligate or bind the other party in any manner whatsoever.

17. Severability. If any provision or application of this Agreement shall be held invalid or unenforceable the remaining provisions and applications of this Agreement shall not be affected, but rather shall remain valid and enforceable.

18. Entire Agreement. This Agreement constitutes the entire agreement and supersedes any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party. This Agreement may be modified only by a written amendment duly signed by persons authorized to sign agreements on behalf of the parties and shall not be supplemented or modified by any course of dealing or trade usage.

EXHIBIT A

brazos

One Hundred Forty-One (141) RunIT software license for PDA & MDCs \$91,650 USD

Software Includes:

- Unlimited number of logins to the PDA & MDCs
- One-Year of Software Maintenance
- One-Year of Software Support

Configuration/Installation Fee:

Configuration Includes:

- Customized PDA/Web screen layouts
- Customized citation receipt for defendant
- Customized citation report for court and PD
- Integration with Tyler Odyssey and Tiburon RMS Systems based on file layouts provide by Fort Bend County

\$7,500 USD

Extended Training

- 2 days of on-site training of officers
- 1 day of administrator training
- Classroom and practical training

\$3,000 USD

* Brazos will deliver the equipment to eliminate shipping to customer.



V3.1

EXHIBIT B – Hardware

Attached Proposal V 7.3



SOFTWARE MAINTENANCE AGREEMENT

I. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

- Exhibit A Covered Sites, Software & Configuration
- Exhibit B Authorized Licensee Contacts
- Exhibit C Services and Fees

II. COVERAGE

During the term of this Agreement, BRAZOS TECHNOLOGY agrees to provide maintenance and support services for the Covered Software operating at the site(s) and on the hardware configurations listed in Exhibit A ("Maintenance Services"). Unless specifically listed in Exhibit A, Section II, Covered Software does not include hardware vendor operating systems and other system software, Licensee-developed software, and third-party software (except any third party software embedded in the Covered Software).

III. DESCRIPTION OF MAINTENANCE SERVICES

A. Support Services. During the term of this Agreement, BRAZOS TECHNOLOGY will provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement.

(1) Service Response. BRAZOS TECHNOLOGY will make available to Licensee a telephone number (the "Support Center HOTLINE") for Licensee to call requesting service of the Covered Software. The Support Center HOTLINE operates 24 x 7 x 365. The HOTLINE can also be used to notify BRAZOS TECHNOLOGY of problems associated with the Covered Software and related documentation.

B. Remedial Support. Upon receipt by BRAZOS TECHNOLOGY of notice from Licensee through the Support Center HOTLINE of an error, defect, malfunction or nonconformity in the Covered Software, BRAZOS TECHNOLOGY shall respond as provided below:



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Severity 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. BRAZOS TECHNOLOGY will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If BRAZOS TECHNOLOGY delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: BRAZOS TECHNOLOGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours. BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If BRAZOS TECHNOLOGY delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: BRAZOS TECHNOLOGY will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from BRAZOS TECHNOLOGY.

RESPONSE: BRAZOS TECHNOLOGY will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

C. Maintenance Services. During the term of this Agreement, BRAZOS TECHNOLOGY will maintain the Covered Software by providing software updates and enhancements to Licensee as the same are offered by BRAZOS TECHNOLOGY to its licensees of the Covered Software under maintenance generally ("Updates"). All software updates and enhancements provided to Licensee by BRAZOS



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TECHNOLOGY pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

(1) Bug fixes;

(2) Enhancements to market data service software provided by BRAZOS TECHNOLOGY to keep current with changes in market data services or as BRAZOS TECHNOLOGY makes enhancements;

(3) Enhancements to keep current with the current hardware vendor's OS releases, as available from BRAZOS TECHNOLOGY, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by BRAZOS TECHNOLOGY; and

(4) Performance enhancements to Covered Software.

(5) Updates do not include:

(a) Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and

(b) New operating system updates or hardware bios updates.

Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be made electronically to the installed computers automatically during a sync process. Licensee agrees to sync each device no less than once per month to obtain any software or configuration changes. Duplication, distribution and installation of documentation updates are the responsibility of Licensee. If requested, BRAZOS TECHNOLOGY will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

BRAZOS TECHNOLOGY will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, BRAZOS TECHNOLOGY shall have no further responsibility for supporting and maintaining the prior releases.

BRAZOS TECHNOLOGY assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Licensee has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Covered Software and were made



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without prior notification and written approval by BRAZOS TECHNOLOGY. BRAZOS TECHNOLOGY assumes no responsibility for the operation or performance of any Licensee-written or third-party application.

D. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

IV. ON-SITE SUPPORT

As requested by Licensee, and upon reasonable notice and approval by BRAZOS TECHNOLOGY, BRAZOS TECHNOLOGY shall maintain personnel at any of the covered Sites. On-site personnel will perform ongoing system administration, monitoring, reconfiguration and tuning, problem diagnosis, and resolution, and interfacing with Licensee personnel on production system issues, to the extent possible during normal business hours. These personnel shall also be responsible for the installation of new BRAZOS TECHNOLOGY software releases on the production system and the distribution of documentation updates. In addition, on-site personnel will provide training to Licensee personnel on the operation and administration of the Covered Software as time permits.

V. TIME AND MATERIALS SERVICES

A. For Non-BRAZOS TECHNOLOGY Problems. In the event that Licensee notifies BRAZOS TECHNOLOGY of a problem experienced by Licensee in connection with the operation of the Covered Software, BRAZOS TECHNOLOGY shall respond as provided in Section III.B., above. If the cause of such problem is not an error, defect or nonconformity in the Covered Software, Licensee shall compensate BRAZOS TECHNOLOGY for all work performed by BRAZOS TECHNOLOGY in connection therewith, on a time and materials basis at Brazos Technology's then current standard rates, unless otherwise agreed by the parties in writing at the time, plus expenses. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

B. For Non-BRAZOS TECHNOLOGY Software. Upon request and reasonable notice from Licensee, BRAZOS TECHNOLOGY will provide assistance in the installation of non-BRAZOS TECHNOLOGY software on a time and materials basis, plus expenses. Non-BRAZOS TECHNOLOGY software consists of any software not specifically listed in Exhibit A, Section II, including the following:

1. New releases and updates to hardware vendor operating systems and other system software not listed in Exhibit A;



2. Licensee-developed software; and
3. Third-party software (except third party software embedded in the Covered Software).

VII. ACCESS

Software Maintenance is conditioned upon provision by Licensee to BRAZOS TECHNOLOGY of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in-capabilities. BRAZOS TECHNOLOGY will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Licensee standard security procedures. Information accessed by BRAZOS TECHNOLOGY agents or employees as a result of accessing Licensee system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

Licensee shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

VIII. PROBLEM REPORTING AND TRACKING PROCEDURES

Licensee may use the services described herein only by making reference to the authorized support Agreement number. All such reports and requests will be made through the authorized individuals (up to two [2] per site), designated by Licensee in Exhibit B, who may be changed by Licensee from time to time by written notice to BRAZOS TECHNOLOGY. A twenty-four (24) hour Support Center HOTLINE is provided for problem reporting outside of normal business hours.

IX. FEES

A. Maintenance Fees. Fees for Maintenance Services provided under this Agreement are contained in Exhibit C. Any time a site or software package is added or deleted from Exhibit A, BRAZOS TECHNOLOGY will automatically adjust and/or amend Exhibit A and Exhibit C accordingly. BRAZOS TECHNOLOGY will also perform a bi-annual audit of all sections in Exhibit A. If changes have occurred, BRAZOS TECHNOLOGY will adjust and/or amend Exhibit A and Exhibit C, and maintenance fees will be adjusted accordingly.

Rates will not increase more than 5% per annum. They will be reviewed and adjusted accordingly when another site is added and/or the workstation/server base increases (i.e., added equipment and/or installed software) and/or software to be supported exceeds the Covered Software.



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B. Expenses. Licensee agrees to reimburse BRAZOS TECHNOLOGY for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Licensee.

X. PAYMENT

A. Maintenance fees and fees for on-site support, if applicable, will be invoiced annually, thirty (30) days in advance of the year. The annual maintenance payment shall not increase more than 5% per annum and shall renew automatically each year.

XI. EXCLUSION OF LIABILITY

BRAZOS TECHNOLOGY MAKES AND LICENSEE RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH BRAZOS TECHNOLOGY IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY BRAZOS TECHNOLOGY OF THE RISK OF LICENSEE CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, BRAZOS TECHNOLOGY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL BRAZOS TECHNOLOGY BE LIABLE HEREUNDER TO LICENSEE FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY LICENSEE TO BRAZOS TECHNOLOGY UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

XII. General

A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

B. For a period of five (5) years, the cost of purchasing additional licenses shall not increase over quoted prices.



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C. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas. Any and all proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Fort Bend County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personam jurisdiction, provided that service is effective.

D. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

E. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

F. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

XIII. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Software Maintenance service shall commence upon the expiration of the Warranty Period set forth in the License Agreement and shall remain in effect for the original one-year (1-year) term and, thereafter, for renewal terms on a year-to-year basis until terminated (i) by Licensee in the event the Covered Software is taken out of service and upon sixty (60) days' notice to BRAZOS TECHNOLOGY; (ii) by either party upon sixty (60) days' notice prior to the expiration of the original one-year (1-year) or any subsequent one-year (1-year) renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of BRAZOS TECHNOLOGY; or (v) the License Agreement is terminated. Upon such termination, BRAZOS TECHNOLOGY shall refund to Licensee a portion of the maintenance fee prorated to reflect the date of termination and neither BRAZOS TECHNOLOGY nor Licensee shall have any further obligations hereunder.



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EXHIBIT A – COVERED SITES, SOFTWARE AND CONFIGURATION

A. Covered Sites.

This Agreement covers the following Licensee sites:
Fort Bend Sheriff's Office

B. Covered Software.

This Agreement covers the following software components at each site listed in Exhibit A, Section A:

Brazos BuildIT Website for eCitation processing
Brazos RunIT Mobile software
eCitation processing for both Symbol MC70/75s and Laptops

C. Covered Configuration.

This Agreement covers the following configuration:
One Hundred Forty-One (141) workstation/PDA licenses of Covered Software purchased by Licensee.



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EXHIBIT B -- AUTHORIZED LICENSEE CONTACTS

For purposes of this Agreement, the following individuals shall be designated per site as the authorized Licensee support contacts:

Fort Bend Sheriff's Office Address:

Name	Title	Phone #
Contact: _____		



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EXHIBIT C – SERVICES AND FEES

A. Maintenance Fee

Maintenance Services for the applications and configuration listed in Exhibit A will be included in the software cost for the first year of this Agreement. This fee will be adjusted at each anniversary date of this Agreement to the then current pricing.



**e-Citation/Mobile Data Capture System
for Law Enforcement
Optional Tasks - e-Citation Project**



Presented to:

**County of
Fort Bend, Texas**

Submitted by:

R. Dale Cuthbertson
(979) 690-2811 x103
Brazos Technology Corporation
P.O. Box 10713, College Station, TX 77842

Proposal Date:

August 30, 2010

Proposal is valid for 30-days from the above-listed date.

Brazos Technology (979) 690-2811

Software and Services			
Description	Unit Price	Qty	Extended Price
State Compliant Crash Report Setup/Configuration • One (1) year maintenance/support • Tow Report included • All DOT Forms • Drag-and-drop diagrams • CR Form Access via Internet Secure Login	\$2,500	0	\$0
State Compliant Crash Report Software	\$200	0	\$0
State Compliant Crash Report Training	\$1,500	0	\$0
TOTAL			\$0
Tow Report Task (Included with Crash Report at no additional charge)			
• Capture Driver/Owner Information • Signature capture of tow driver/vehicle owner/operator • Vehicle Damage • Vehicle Inventory • Tow Receipt Printout • Customizable Tow Reports • Integration with court software	\$2,500	1	\$2,500
Consent to Search Task • Signature Capture • Customizable to Agency Needs • Consent to Search Reports	\$2,500	1	\$2,500
Notice to Adult Victims of Family Violence Task • Witness/Victim Signature Capture • Auto Date Stamp • Customizable to Agency Needs • Customizable Reports	\$2,500	0	\$0
Miranda Warning • Signature Capture • Customized Reports	\$2,500	1	\$2,500
**Translation Services - \$200 fee / language / Task	\$200	2	\$400
Total for Tasks:			\$7,900

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Brazos Technology (979) 690-2811

Task Add-On 3.0

Ongoing Support Fees
Annual Fees after the first year

\$0

Crash Report Support
State Compliant Crash Report updates
Brazos Technology e-mail Support
Std maintenance covers config changes

\$200 / unit

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is proprietary and confidential information of Brazos Technology Corporation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dexter & Company of Central Texas
1509 Emerald Parkway
Suite 103
College Station TX 77845

CONTACT NAME: Mandy Bailey
PHONE (AC No. Ed): (979) 764-8444 **FAX (AC No.):** (979) 694-7603
E-MAIL ADDRESS: mbailey@dextercompany.com
PRODUCER ID: 00003893
CUSTOMER ID:

INSURER	INSURANCE AFFORDING COVERAGE	NAIC #
INSURER A:	Travelers Insurance	39357
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Brazos Technology Corporation
526 University Drive East, Ste 201A
College Station TX 77840

CERTIFICATE NUMBER: CL1072301153 REVISION NUMBER:

COVERAGES
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK LTR	TYPE OF INSURANCE	ADDRESS (NEE, YARD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> UCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW <input type="checkbox"/> Y/N <input type="checkbox"/> N/A Errors & Omission			10	6/12/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E & O occurrence) \$ 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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> UCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW <input type="checkbox"/> Y/N <input type="checkbox"/> N/A Errors & Omission			10	6/12/2011	COMBINED SINGLE LIMIT (E & O accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000 \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> UCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW <input type="checkbox"/> Y/N <input type="checkbox"/> N/A Errors & Omission			10	6/12/2011	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> UCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW <input type="checkbox"/> Y/N <input type="checkbox"/> N/A Errors & Omission			10	6/12/2011	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> UCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW <input type="checkbox"/> Y/N <input type="checkbox"/> N/A Errors & Omission			10	6/12/2011	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> UCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW <input type="checkbox"/> Y/N <input type="checkbox"/> N/A Errors & Omission			10	6/12/2011	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$

CERTIFICATE HOLDER
Fort Bend County
c/o Purchasing
4520 Reading Road
Suite A
Rosenberg, TX 77471

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James Davis/MANDYB

Exhibit 2

Invoice



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
130	9235	03/16/2020	1 of 1

Empowering people who serve the public®

Questions
 Tyler Technologies -
 Phone: 1-800-772-2260 Press 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

To: Fort Bend County
 Robyn Doughtie
 301 Jackson Street
 Richmond, TX 77469

Ship To: Fort Bend Co. PCT 2
 303 Texas HWY, Suite 124
 Missouri, TX 77459

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 45414		Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Fort Bend County Auditor,							
1 Renewal: BZSITEM Brazos Software Maintenance Site License Maint. Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	58,949.97	.00	58,949.97
2 Renewal: BZIRMS-M Tiburon Interface Maintenance Maintenance Plan: ; Start: 10/01/2020, End: 09/30/2021; Term: 12 months	No	1	1	EA	1,228.13	.00	1,228.13

Does not include any applicable taxes

Order Total: **60,178.10**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**