STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

ADDENDUM TO IMAGESOFT, INC.'S AGREEMENT
(DIR Contract No. DIR-TSO-4378)

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and ImageSoft, Inc., ("ImageSoft"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted ImageSoft's Maintenance Quote, (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified maintenance services (the "Services"); and

WHEREAS, County desires that ImageSoft provide Services as will be more specifically described in this Agreement; and

WHEREAS, ImageSoft represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the State of Texas Department of Information Resources ("DIR") Contract No. DIR-TSO-4378, incorporated fully by reference, for the purchase of the Services; and

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

<u>AGREEMENT</u>

1. **Term**. The term of the Agreement is effective January 1, 2022, and shall expire no later than December 31, 2022, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.

2. **Scope of Services.** Subject to this Addendum, ImageSoft will render Services to County as described in Exhibit A, and in accordance with the requirements of DIR Contract No. DIR-TSO-4378.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. 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. 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

02/04/2022 Original (e) sent to Olivia Rios, Purchasing

of a tax-exempt certificate will be furnished upon request.   Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** ImageSoft 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 One Hundred Thirty-Six Thousand, One Hundred Thirty-Four and 90/100 dollars ($136,134.90), specifically allocated to fully discharge any and all liabilities County may incur. ImageSoft does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ImageSoft may become entitled to and the total maximum sum that County may become liable to pay to ImageSoft shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Thirty-Six Thousand, One Hundred Thirty-Four and 90/100 dollars ($136,134.90). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. **Public Information Act.** ImageSoft 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 ImageSoft shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless ImageSoft for any reason are hereby deleted. ImageSoft shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of ImageSoft, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of ImageSoft or any of ImageSoft's agents, servants or employees.

7. **Applicable Law; Arbitration; Attorney Fees.** 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. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby

deleted. County does not agree to pay any and/or all attorney fees incurred by ImageSoft in any way associated with the Agreement.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, ImageSoft hereby verifies that ImageSoft and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

   a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

   b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, ImageSoft does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.

   c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, ImageSoft does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

   d. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, ImageSoft does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers**. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum and Exhibit A.

10. **Human Trafficking**. BY ACCEPTANCE OF CONTRACT, IMAGESOFT 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.

11. **Use of Customer Name**. ImageSoft may use County's name without County's prior written consent only in any of ImageSoft's customer lists, any other use must be approved in advance by County.

12. **Product Assurance.** ImageSoft represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by ImageSoft to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. ImageSoft will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of ImageSoft's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and ImageSoft's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

13. **Performance Warranty.** ImageSoft warrants to County that ImageSoft has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and ImageSoft will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

    ImageSoft warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A and DIR Contract No. DIR-TSO-4378.

14. **Conflict.** In the event there is a conflict between this Addendum and ImageSoft's Maintenance Quote (Exhibit A), this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-TSO-4378, then the terms and conditions of DIR Contract No. DIR-TSO-4378 controls to the extent of the conflict.

15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

16. **Captions**. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

17. **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 to have the same force and effect as the use of manual signatures.

18. **County Data**. Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

19. **Assignment and Delegation**.

    19.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

    19.2. Neither party may delegate any performance under this Agreement.

    19.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

    19.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

20. **Successors and Assigns**. County and ImageSoft bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

21. **Personnel**. ImageSoft represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that ImageSoft shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

    All employees of ImageSoft shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ImageSoft or agent of ImageSoft who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

    When performing Services for the County, ImageSoft shall comply with, and ensure that all ImageSoft Personnel comply with, all rules, regulations and policies of County that are communicated to ImageSoft in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

22. **Compliance with Laws**. ImageSoft shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County,

ImageSoft shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

23. **Confidential Information.** ImageSoft acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by ImageSoft or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by ImageSoft shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by ImageSoft) publicly known or is contained in a publicly available document; (b) is rightfully in ImageSoft's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of ImageSoft who can be shown to have had no access to the Confidential Information.

ImageSoft agrees to hold Confidential Information in strict confidence, using at least the same degree of care that ImageSoft uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. ImageSoft shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, ImageSoft shall advise County immediately in the event ImageSoft learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and ImageSoft will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or ImageSoft against any such person. ImageSoft agrees that, except as directed by County, ImageSoft will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, ImageSoft will promptly turn over to County all documents, papers, and other matter in ImageSoft's possession which embody Confidential Information.

ImageSoft acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. ImageSoft acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

ImageSoft in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

24. **Termination**.

   24.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

   24.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

   (a). If ImageSoft fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;

   (b). If ImageSoft materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

   24.3. If, after termination, it is determined for any reason whatsoever that ImageSoft was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 24.1 above.

   24.4. Upon termination of this Agreement, County shall compensate ImageSoft in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. ImageSoft's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

   24.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to ImageSoft.

   24.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

   24.7. Upon termination of this Agreement for any reason, if ImageSoft has any property in its possession belonging to County, ImageSoft will account for the same, and dispose of it in the manner the County directs.

25. **Independent Contractor**. In the performance of work or services hereunder, ImageSoft 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 ImageSoft or, where permitted, of its subcontractors. ImageSoft 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.

26. **Further Assurances**. Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

27. **Third Party Beneficiaries**. This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

28. **Severability**. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

29. **Dispute Resolution**.

    29.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.

    29.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

    29.3. Each party shall be responsible for its own costs associated with the mediation.

    29.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

    29.5. ImageSoft acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

30. **Insurance**. Prior to commencement of the Services under this Agreement, ImageSoft shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. ImageSoft shall provide certified copies of insurance endorsements and/or policies if requested by County. ImageSoft shall maintain such

insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. ImageSoft 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, and shall obtain such insurance of the following types and minimum limits:

(a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. 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.

(b). 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.

(c). 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.

(d). Professional Liability insurance with limits not less than $1,000,000.

(e). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than $1,000,000 each claim/loss with a $2,000,000 aggregate. The insurance should provide coverage for the following risks:

> (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.

> (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

> (3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of ImageSoft shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, ImageSoft 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 two years beginning from the time that work under the Agreement is completed.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name:	Wyatt Scott, Director of Risk Management
Address:	301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number:	281-341-3751

31. **Remote Access.** If ImageSoft requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before ImageSoft is granted remote access to County Systems:

(A). ImageSoft will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.

(B). ImageSoft will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. ImageSoft will not access County Systems via unauthorized methods.

(C). ImageSoft's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.

(D). Remote access is restricted only to County Systems necessary for ImageSoft to provide Services to County pursuant to this Agreement.

(E). ImageSoft will allow only its Workforce approved in advance by County to access County Systems. ImageSoft will promptly notify County whenever an individual member of ImageSoft's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. ImageSoft will keep a log of access when its Workforce remotely accesses County Systems. ImageSoft will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

(F). If any member(s) of ImageSoft's Workforce is provided with remote access to County Systems, then ImageSoft's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.

(G). Failure of ImageSoft to comply with this Section may result in ImageSoft and/or ImageSoft's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.

(H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for ImageSoft, is under the direct control of ImageSoft, whether or not they are paid by ImageSoft and who have direct or incidental access to County Systems.

(I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating

systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

32. **Notices**.

32.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

32.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Information Technology Department
	Attn: Information Technology Director
	301 Jackson Street
	Richmond, Texas 77469
With a copy to:	Fort Bend County
	Attn: County Judge
	301 Jackson Street
	Richmond, Texas 77469
Contractor:	ImageSoft, Inc.
	Attn:_____
	200 W. 2nd Street #582
	Royal Oak, Michigan 48068

32.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 32.1 and 32.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

32.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

32.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

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

FORT BEND COUNTY

KP George, County Judge

February 1, 2022

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Information Technology Office
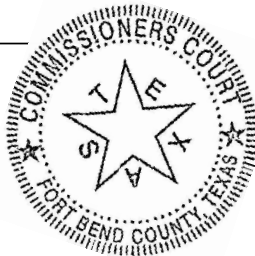
IMAGESOFT, INC.

Authorized Agent – Signature

Scott Bade

Authorized Agent- Printed Name

CEO

Title

Date

Exhibit A: ImageSoft's Maintenance Quote

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Exhibit A

ImageSoft

Maintenance Quote

ImageSoft, Inc.
200 W. 2nd St.
582
Royal Oak, MI 48068

248 948-8100
MaintenanceRenewals@imagesoftinc.com

Date	Maintenance
11/2/2021	MAIN5107

Maintenance Period:
1/1/2022 - 12/31/2022

Fort Bend County, TX
500 Liberty St

Richmond, TX 77469-3500

P.O. No.	Due Date	Rep
	12/1/2021	TSMITH

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total
OnBase Software						
OB-ADMPI1-R	OnBase Document Composition Maintenance	1		12/31/2022	$3,224.18	$3,224.18
OB-AEMPI2-R	OnBase Enterprise Application Enabler Maintenance	1		12/31/2022	$8,060.58	$8,060.58
OB-APMPQ3-R	OnBase Query API - Initial 500 Queries per Hour Core Client	1		12/31/2022	$1,612.09	$1,612.09
OB-APMPQ4-R	OnBase Query API - Add'l 500 Queries per Hour Core Client	1		12/31/2022	$1,289.67	$1,289.67
OB-ARMPW1-R	OnBase Automated Redaction Maintenance	1		12/31/2022	$3,224.18	$3,224.18
OB-CFMPI1-R	OnBase Context Search Framework Maintenance	1		12/31/2022	$1,612.09	$1,612.09
OB-CLMPW1-R	OnBase COLD/ERM Module Maintenance	1		12/31/2022	$1,612.09	$1,612.09
OB-CTMPC1-R	OnBase Concurrent Client (1-100) Maintenance	100		12/31/2022	$225.69	$22,569.00
OB-CTMPN1-R	OnBase Named User Client Qty 1-100 Annual Maintenance	40		12/31/2022	$112.85	$4,514.00
OB-CTMPN1-R	OnBase Named User Client Qty 1-100 Annual Maintenance	5		12/31/2022	$112.85	$564.25
OB-DIMPW1-R	OnBase Production Document Imaging (Kofax or TWAIN) Maint.	1		12/31/2022	$806.05	$806.05

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total
OB-DIMPW2-R	OnBase Production Document Imaging (Kofax or TWAIN) Maint.	10		12/31/2022	$483.63	$4,836.30
OB-DKTMPI1-R	OnBase Document Knowledge Transfer & Compliance Maintenance	1		12/31/2022	$2,579.35	$2,579.35
OB-DKTMPI2-R	OnBase Enterprise Web Access - Doc Knowledge Trans Maint.	1		12/31/2022	$3,224.18	$3,224.18
OB-DPMPW1-R	OnBase Document Import Processor Maintenance	1		12/31/2022	$806.05	$806.05
OB-FTSMPI1-R	OnBase Full-Text Search Maintenance	1		12/31/2022	$4,030.23	$4,030.23
OB-IAMPW1-R	OnBase Automated Indexing Maintenance	1		12/31/2022	$4,030.23	$4,030.23
OB-ICMPIPI0-R	OnBase Intelligent Capture for AP Maintenance	1		12/31/2022	$4,030.23	$4,030.23
OB-OBAMPI2-R	OnBase Office Business Application Maintenance	1		12/31/2022	$2,418.14	$2,418.14
OB-OBMPW1-R	OnBase Multi-User Server License Maintenance	1		12/31/2022	$1,289.67	$1,289.67
OB-OMMPI1-ANDPH-R	OnBase Mobile Access for Android Phone Maintenance	1		12/31/2022	$806.05	$806.05
OB-OMMPI1-IPHN-R	OnBase Mobile Access for iPhone Maintenance	1		12/31/2022	$806.05	$806.05
OB-OMMPI1-WINPH-R	OnBase Mobile Access for Windows Phone Maintenance	1		12/31/2022	$806.05	$806.05
OB-OMMPW1-IPAD-R	OnBase Mobile Access for iPad Maintenance	1		12/31/2022	$806.05	$806.05
OB-OUTMPI1-R	OnBase Integration for Microsoft Outlook Maintenance	1		12/31/2022	$1,612.09	$1,612.09
OB-PDFMPI1-R	OnBase PDF Framework Maintenance	1		12/31/2022	$483.63	$483.63
OB-PTMPC1-R	OnBase Virtual Print Driver Maintenance	1		12/31/2022	$806.05	$806.05
OB-PWMPI1-R	OnBase Signature Pad Interfact (TWAIN) Maintenance	1		12/31/2022	$967.25	$967.25
OB-RHMPI1-R	OnBase Reporting Dashboards Maintenance	1		12/31/2022	$1,612.09	$1,612.09
OB-RIMPI1-R	OnBase Records Management Maintenance	1		12/31/2022	$3,224.18	$3,224.18
OB-RPMPI1-R	OnBase Report Services Maintenance	1		12/31/2022	$806.05	$806.05

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total
OB-UFMPI1-R	Unity Forms Maintenance	1		12/31/2022	$0.00	$0.00
OB-UIMPI1-R	OnBase Unity Integration Toolkit Maintenance	1		12/31/2022	$1,612.09	$1,612.09
OB-UNMPI1-R	OnBase Unity Client Server Maintenance	1		12/31/2022	$1,612.09	$1,612.09
OB-VLMPC1-R	OnBase WorkView Concurrent Client SL (1-20) Maintenance	20		12/31/2022	$241.81	$4,836.20
OB-VLMPC2-R	OnBase WorkView Concurrent Client SL (21-50) Maintenance	10		12/31/2022	$209.57	$2,095.70
OB-VLMPC2-R	OnBase WorkView Concurrent Client SL (21-50) Maintenance	20		12/31/2022	$209.57	$4,191.40
OB-WLMPC1-R	OnBase Workflow Concurrent Client SL (1-20) Maintenance	20		12/31/2022	$354.66	$7,093.20
OB-WLMPC2-R	OnBase Workflow Concurrent Client SL (21-50) Maintenance	25		12/31/2022	$290.18	$7,254.50
OB-WLMPC2-R	OnBase Workflow Concurrent Client SL (21-50) Maintenance	5		12/31/2022	$290.18	$1,450.90
OB-WTMPI1-AS-R	OnBase Conversion Framework for Aspose Maintenance	1		12/31/2022	$483.63	$483.63
OB-WTMPW1-R	OnBase Web Server Maintenance	1		12/31/2022	$1,612.09	$1,612.09

Services

IS-CUSTOMER CARE-R	ImageSoft Customer Care Package	1		12/31/2022	$13,825.00	$13,825.00

Prorated 7/1/2022 - 12/31/2022

IS-CUSTOMER CARE-R	ImageSoft Customer Care Package	1		12/31/2022	$1,000.00	$1,000.00

PLEASE NOTE: Per Hyland, there is no longer a grace period for renewal payment. Any renewals not paid by 12/31/2021 will incur a 10% late fee.

Texas DIR Contract #DIR-TSO-4378

Total: $136,134.90

Sales Tax has been calculated based on rates current as of invoice date. Customer is responsible for any tax increases based on payment date and for self-assessing any applicable taxes if none are collected.

Imagesoft Customer Care

Who Cares? People. Like Us.

There's a reason we don't merely call ourselves "technical support." First off, that's a boring label and we are not boring.

But, at the end of the day, that's technically not even what we do (pun intended). Sure, by job description, our upgrade team, tech support engineers, and solution health specialists are here to ensure and support the wellness solutions across a variety of corporate, government and healthcare sectors. Think of us as an extension of your OnBase administrative team.

But behind those titles and computers sit real people who are caring for other real people working with that solution. And that's what we care about – you, our customer, succeeding in all your paperless endeavors.

How We Care

The same way you care for others – with laughter, lunches and lots of communication. We'll have an initial phone chat to introduce our team, fill you in on all the continuing support benefits available to you as an ImageSoft customer, and exchange all the various ways you can contact us. Because after that call, we're here for you 24x7*. So go ahead and ping us on Skype – no need to be so formal.

On the topic of staying in touch, be sure to check out our customer portal. Strategically built from the ground up, this platform has been customized to the needs and wants communicated by our clients. Just like people, our customer portal is constantly evolving, so rest assured any feedback you give us is heard and valued.

You'll also make friends with our solution health specialist, who regularly reaches out to our clients and ensures your solution is alive and well. Because we'd rather bug you once in a while than have your solution bugged out.

24x7 support does require additional support fees.

We'll Be There For You

When it's not a joke, your solution is broke, and your productivity is DOA.

We've got your back. Looping in your certified system administrator and product vendors, customer care offers extra measures of support for your ImageSoft-deployed and/or certified solutions to ensure all issues are addressed and cured in no time at all.

And to make sure you're consistently maximizing the most out of your technology investment, customer care will assist you in upgrading your solution to the latest version at no extra cost to you.

That's just one of many supportive services you'll receive courtesy of your friends in customer care.

We bet no one told you ImageSoft life was gonna be this way!

Connect with Customer Care:

Monday - Friday
8:00 a.m. - 9:00 p.m. ET
Excluding U.S. Holidays

There are two easy ways to connect with Customer Care. Take your pick!

Log On to Our Customer Portal:
https://portal.imagesoftinc.com

Here you can submit an issue, track action on open issues or view the history of resolved issues.

Call Us:
(248) 948-8100, option 2

For critical issues, phone is best.

TrueFiling Trouble?

Consider it handled.

Yes, TrueFiling falls within the realm of our care. So whether you have a question or a malfunction, bring it to us and we'll keep you smiling all throughout eFiling.

ImageSoft
▶customerCare

What You Can Expect From Customer Care

Software Maintenance
This covers troubleshooting issues, general assistance and advice. Download information is provided for upgrades and enhancements.

Hardware Maintenance
Some factory warranties only cover 90 days. But ImageSoft will typically extend this warranty to ensure at least 12 months of coverage. Maintenance is renewable annually.

Unlimited Telephone Support
During normal business hours, our Customer Care team assists with isolating, identifying and resolving issues with your solution, regardless of the component they are related to.

Solution Upgrade Assistance
This includes planning and remote technical services. (Customers are responsible for testing and backup prior to an upgrade.) If pre-scheduled, production upgrade assistance is also available after hours, 24x7 at no additional cost.

Solution Upgrade Assurance
ImageSoft will ensure that any supported configuration, integration or custom development will continue to work in future versions of software products that are covered by software maintenance.

Configuration Support
ImageSoft will correct issues with software configuration as provided by ImageSoft.

Custom Solutions Support
ImageSoft will correct issues and fix bugs in any custom software developed by ImageSoft.

Monitoring Tools Package
ImageSoft has created multiple monitoring tools that are available for free to all Customer Care Members. Some of the tools include: Memory Monitor, Workflow Queue Monitor, Service State Monitor, and Document Import Processor Monitor.

Access to Professional Services
If a complex issue occurs, Customer Care provides the added assurance and knowledge of our Professional Services team and other development staff. We'll engage other highly skilled individuals -- those best suited to your particular issue -- to supplement the work of the Customer Care Support Engineer to quickly unearth and resolve the problem.

Advanced Architecture and Planning Assistance
Achieving additional ROI by expanding your solution is an important component of the systems that ImageSoft deploys. It is important that the expansion be undertaken with an overall architecture plan and disaster recovery in mind. Customer Care clients receive architecture assistance at no added cost.

Priority Queue Calling
When you call into our support line, we'll identify your number and prioritize you above other calls. This allows you to connect to our Customer Care team and start resolving your issue faster.

Solution Health Check
ImageSoft will perform, upon request, a Solution Health Check to ensure your solution is being optimized. Our dedicated Solution Health Specialist reviews your solution in accordance with established procedures and standards and provides you a report which summarizes the results and any action items identified.

From Our Customers

" Your support system is the best I've ever encountered. Don't change anything!"

" Your engineer was able to diagnose the issue and provide an immediate resolution. Another win, win!"

" I was impressed with the service, and the answers provided were clear, concise and helpful. Thank you for creating a great support team."

" We encountered a tricky situation that was resolved because of the experience and thoroughness of the ImageSoft Customer Care staff."

" I'm so happy that I get to work with your dedicated and professional staff. "

ImageSoft
customercare

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