ADDENDUM TO DUDE SOLUTIONS ONLINE SUBSCRIPTION AGREEMENT

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 **Dude Solutions**, **Inc.**, ("Dude") a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, the parties have previously executed and accepted that certain Online Subscription Agreement ("Agreement") for use of the software and services ("Software"), which was last renewed on or about March 2, 2021; and

WHEREAS, County desires to renew the Agreement for an additional year; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement by reference in the same as if fully set forth verbatim therein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

- 1.1. Contractor shall render services to County as defined in the Scope of Services, attached hereto as Exhibit A, and in accordance with the Omnia Partners, Public Sector Contract No. R161802.
- 2. The Agreement is hereby renewed and is effective November 1, 2021, and shall terminate on October 31, 2022, unless terminated sooner upon 90 day written notice to the other party. This Agreement shall not automatically renew, but may be renewed upon written agreement of the parties.

3. Compensation and Payment.

- 3.1. The Maximum Compensation for the performance of Services is Fifty-four, Three Hundred Seventy-five Thousand dollars and 86/100 cents (\$54,375.86). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- 3.2. Payment shall be made by County within thirty (30) days of receipt of invoice.
- 3.3. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
- 3.4. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

4. Confidential Information.

4.1. Dude 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 Dude 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.

5. Indemnity.

5.1. 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 Dude for any reason are hereby deleted.

6. Attorney Fees.

- 6.1. County does not agree to pay any and/or all attorney fees incurred by Dude in any way associated with the Agreement.
- 6.2. 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.

7. Applicable Law.

- 7.1. 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.
- 7.2. As required by Chapter 2270, Government Code, Dude hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 7.3. By signature below, Dude represents pursuant to Section 2252.152 of the Texas Government Code, that Dude is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

8. Conflict.

8.1. In the event there is a conflict between this Addendum and the attached exhibit(s), this Addendum controls.

Understanding, Fair Construction.

8.2. 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.

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

Laura Richard, County Clerk

March 1, 2022

Date

ATTEST

DUDE SOLUTIONS, INC.

Authorized Agent – Signature

Dan Graham

Authorized Agent- Printed Name

CF0

Title

2/23/2022 | 8:49:25 AM EST

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 54,375.86 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Quote

Exhibit A



PREPARED FOR

Fort Bend County

Justin Zwahr Facilities Maintenance Manager 301 JACKSON ST RICHMOND, TX 77469-3108

PREPARED BY

Dude Solutions 11000 Regency Parkway, Suite 400 Cary, NC 27518

PUBLISHED ON

October 22, 2021



Q-205049

Pricing is based on population. Includes Omnia Partner discounts contract # R161802. Asset Essentials Consulting includes work order history migration.

Term: 8 months (03/01/2022 - 10/31/2022)

Subscription			
Asset Essentials Core Plus	32,430.86 USD		
- Facilities/Physical Plant Module	0.00 USD		
Dude Analytics	0.00 USD		
Asset Essentials Inventory	0.00 USD		
Subscription Term: 8 month	Subtotal: 32,430.86 USD		
Implementation & Services			
Asset Essentials Core Consulting	20,330.00 USD		
Asset Essentials Standard Implementation	1,615.00 USD		
	Subtotal: 21,945.00 USD		
Total Initial Investment	54,375.86 USD		

11/01/2021 - 10/31/2022 Renewal Term for MaintenanceEdge & InventoryEdge = \$38,546.05

AE Core Plus & AE Inventory will replace MaintenanceEdge & InventoryEdge

Pricing for the First Renewal Term is 48,646.29 USD







Asset Essentials – Standard Implementation

Purpose

Dude Solutions' (DSI) Asset Essentials with Standard Implementation service is designed to provide our clients with guidance by experienced subject matter experts to ensure an effective and efficient implementation and a faster ROI. With over 12,000 clients successfully using our software, we understand what it takes to successfully implement your solution and look forward to working with you through our Standard Implementation service.

Value

By partnering with Dude Solutions and taking advantage of our Standard Implementation service, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. By following our focused project plan, you will experience fast time to value and will see your AE account configured and ready to use within 30 days, plus an additional 30 days of go-live support from your Implementation Specialist. Our Train-the-Trainer approach streamlines the implementation process and empowers the Client Project Lead to fully own and operationalize Asset Essentials quickly within their organization.

Deliverables

- Project Kickoff call
- Access to Basecamp project collaboration tool
- 30-day implementation support
- Optional template-based data imports for available Location, Asset, and User data during the project period
- 1-on-1 configuration guidance by dedicated Implementation Specialist
- 30-day go-live support
- Train-the-trainer best practices and content to onboard your team
- Unlimited access to Help Site and Virtual Classroom Trainings

Methodology and Approach

With over 12,000 clients successfully using our software, we understand the importance of moving quickly to be able to configure a new system and drive adoption within your organization to facilitate a smooth transition from your current system to Asset Essentials. Your Standard Implementation service will begin with a Kickoff Call with one of our Project Coordinators. From there, a dedicated Implementation Specialist will guide and assist you through the implementation project. The first 30 days are focused on account configuration and training while the final 30 days are dedicated towards go-live support to ensure account enablement. By following this plan you'll be empowered to effectively streamline your operations using Asset Essentials. Below is a sample Standard Implementation service delivery:

Sample Standard Implementation Service

Your dedicated implementation team will be here to assist you during the duration starting during the Kickoff call.





Project Kickoff & Building Your Foundation: Weeks 1-2			
Project Kickoff	 Kickoff Call with Project Coordinator. Agenda: Introductions – Project Roles and Responsibilities Overview of Implementation Process and Tools Discuss Current Processes and Goals Review Basecamp and Resources Review Account Setup Spreadsheet Determine Timeline and Next Steps 		
Account Setup and Configuration	 Attend Fundamentals virtual classroom training or review equivalent help content Understand basic navigation and configuration requirements Watch First Steps video Compile location, user, work category, and asset data in templates Initial Data Review Call with Implementation Specialist Login to Asset Essentials pending client data load Become familiar with basic functionality of the system Configure locations, users, work categories, assets Connect with Implementation Specialist on account configuration progress If integrating AE with GIS - Rest URLs/WebMap ID Set Initial Map Extent Configure Map Service and/or Geocode Service Confirm GIS data loads properly on Map- To test, turn on 3-5 GIS layers in 		
	 the map view to confirm the data displays correctly Confirm GIS data loads properly on the Mobile App map Sync ONE LAYER at minimum to test for any potential issues. On Map – make sure you can identify an asset and create a WO against it. On App – make sure you can "Create WO" and associate to a GIS-synced Asset. Work Order Management: Week 3		



Account Setup and Configuration	 Attend Work Order Management virtual classroom training or review equivalent help content Attend Mobile App virtual classroom training or review equivalent help content Continue account configuration of work categories, priorities, work types, approval routing, email notifications Connect with Implementation Specialist on account configuration and work order management progress Download Mobile App and review Help Documentation Review mobile functionality with Implementation Specialist 			
Preventative Maintenance: Week 4				
Account Setup and Configuration	 Attend Preventive Maintenance virtual classroom training or review equivalent help content Begin setting up PM Schedules Create and complete test PM work orders Connect with Implementation Specialist on account configuration progress 			
Go Live	Go Live Support: Use Case Testing and User Training: Weeks 5-7			
Use Case Testing and User Training	 Perform use case testing to ensure solution readiness Submit test requests to confirm routing and approval process Confirm email notifications are sent and received as expected Have representatives from various user roles login to confirm they can execute job functions as expected Ensure desktop and mobile functionality and views are as expected End users access and review online help documentation Confirm users can access AE and perform expected job functions 			
Go Live Support: Prepare for Launch and Project Close: Week 8				
Implementation Complete and Project Close	 Confirm goals defined during Kickoff call have been met Confirm product readiness Introduce ongoing DSI resources Close project 			

Excluded from Standard Implementation





For the avoidance of doubt, the following services are not included:

- Evaluation of your current practices, policies and procedures for the purposes of performance improvements.
- Troubleshooting any issues related to your IT infrastructure or mobile devices
- Migration of data from other systems or locations
- Export of data to any other systems or third parties
- Role-based end-user trainings

Completion Criteria

The steps (To Do's) in the Basecamp project plan represent the individual activities that constitute Standard Implementation for Asset Essentials. Upon completion of the required To Do's, the Standard Implementation Service will be deemed delivered and the project will be closed. Some To Do's may not be applicable to the Client's needs and may be waived from the project upon agreement between the Client and Implementation Specialist. Some To Do's (data importing, for example) are considered optional and may or may not be completed depending on the availability of data to be imported. Completion of optional To Do's is not required to complete delivery of Standard Implementation and close the project.

Client Assumptions

The success of this project is dependent on the attendance and full engagement of the key stakeholders.

- The client will schedule time for the appropriate resources to be available to the Implementation Specialist for all scheduled and/or required activity.
- Should the need to reschedule any engagements arise, the client will be responsible for reaching out to their implementation specialist within the 60-day project duration window and will be subject to the implementation specialist's availability.
- The client shall be primarily responsible for providing access and training on Asset Essentials to endusers.
- The client will provide data to be imported in a timely manner and in the template format provided via Basecamp so the Implementation Specialist has an opportunity to import the data during the 60-day project period.
- If there is no existing data, the Implementation Specialist will guide the client to focus first on key equipment and their associated PMs to be manually entered into Asset Essentials by the Client.
- Client will have access to GIS system. ArcGIS online Viewer licenses may be required.
- Client will have access to personnel on their side to make changes to GIS.
- · GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)

Project Assumptions

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project. DSI is not responsible for delays caused by missed scheduled engagements and low engagement preventing client from being able to successfully implement.





- Standard Implementation is designed and resourced to be completed within 60 days of the project kickoff call. In the event additional time is required, there is a mechanism to purchase a Project Extension. Implementation Specialist will need to be notified that an extension is needed at least 10 days in advance.
- Without an extension, the implementation project will be closed after 60 days and the Implementation Specialist redirected, but the client will retain full access to Asset Essentials along with DSI VCTs, LMS, online Help Documentation, and our Legendary Support Team
- DSI is not responsible for delays caused by missing data or other configuration information that is
 required to be available prior to the Standard Implementation service. Having the requested data and
 configuration information available prior to implementation may minimize delays so progress can be
 made quickly.
- Project extensions will be considered for extenuating circumstances and will follow the change control process, which requires management approval.

Change Controls

Parties may agree to modify the Services through a written change order specifically referencing this applicable Statement of Work. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.

You may request that DSI add services not in the Specifications by submitting a written proposed change order to DSI. DSI shall negotiate in good faith regarding change order prices and shall not require rates higher than those set forth in the Investment page. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.

Asset Essentials – Assets, GIS, and PM Schedules Implementation Consulting Package

Statement of Work

Purpose

Dude Solutions' (DSI) Asset Essentials is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient implementation and a faster ROI. This includes - meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Dude Solutions, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. The following are ways in which this value is realized:

• Faster time to value: clients who leverage our focused consulting services see implementation time frames that are up to four times faster than clients who do not utilize our services.





- Expert data management: we work with client data every day and provide guidance on creating good
 data for reporting. In partnership, we will help clean up and import data for you, allowing you more
 time to focus on your daily operations, and not the one-time activities necessary to get your account
 configured effectively.
- Dedicated professional services: the partnership between you and your consultant will align Asset
 Essentials best practices, configuration and workflows to best meet your business needs. Our team will
 bring their thousands of hours of expertise to the table, helping ensure a smooth transition to your new
 CMMS system.

Deliverables

- Project kick-off call with a DSI Project Coordinator
- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the client's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- · Review, cleanse and import available user, location, asset, and scheduled PM data
- Establish integration with client GIS system, configure up to 10 client GIS layer syncs
- Assets, PMs and Corrective Work Order Processes
- · Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars during and after implementation

Methodology and Approach

Dude Solutions or a qualified Service Provider (DSI Service Provider) will interview your key maintenance stakeholders to determine account configurations and settings. With over 12,000 clients successfully using our software, we understand the importance of understanding your goals, objectives, and current workflows, as well as the importance of getting to know your users. Your professional services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Additional resources will help prepare you for your consulting time through access to a project collaboration tool (Basecamp) where a team of implementation specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once your data has been collected you will be ready to work with your assigned consultant to understand your workflow, cleanse and import your data, configure your account and offer user-role based software training sessions. Below are topics that will be discussed with your DSI Service Provider:

- The primary reasons your organization began a CMMS search
- The ideal timeline for completion
- · Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of AE planned for immediate use
- · Aspects of AE planned for future use





• Aspects of AE planned not to be used

	Immediate use	Future use	Not planned
Mobile App			
Cost Centers/Budgets			
Connector Tool Integration			
Projects			
Parts and POs			
Capital Forecast/Predictor Core			
Citizen Portal			
Mobile profiles			
Map-based Work Orders			
GIS Asset Management			
PM scheduling and best practices			
AE Reporting			

Goals and Reporting

- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of your maintenance department
- · Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

Users

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage and approval
- Specialized user needs





Departments

Public Works Departments

- Multiple site(s)
- · Facility layout -
- · Parent-child Locations for Buildings and Rooms
- Identifying Building-type Locations
- · Management/supervisory responsibilities by functional area
- · Similarities/differences between facilities

Mapping:

- WO creation from Map
- Citizen Portal (requires OIDC in Gov, not available in Edu)
- Mobile Profiles (available to all clients in Gov, requires GIS in Edu)

GIS:

- · Configure GIS Map Settings
- · Review Map Layers
- GIS Layer Configuration and Syncing Assets

Assets

- · Asset life cycle process within your operation
- · Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- · Key reporting needed to drive effective asset management

Maintenance Operations

- · Maintenance department org chart/hierarchy
- · Techs specialized or general or both
- Tech service areas (if applicable)
- Departments other than maintenance involved in Asset Essentials -
- · What departments
- · Type of involvement
- Contractors

Workflow

- WO workflow processes -
- · Requests/Corrective WO's
- Determining factors for who gets assigned each corrective or PM WO
- Examples include Location, Work Category, Type, Status, Priority, etc.
- Steps in the process -
- Requester process
- · Approval process, if required



Dude Solutions

Software for Smarter Operations

- · Assignment Process
- · Completion requirements
- · Mobile app usage
- PM's
- · Assigned from PM to an individual or flow through a planner/supervisor
- · Asset Essentials creates Location or Asset-based PMs
- Tasks Library
- Scheduling cycles and stacking groups
- · Overall WO management
- Prioritization
- · Daily/Weekly needs
- Cost Tracking
- Building Views
- · WO Reporting

Go Live Support

- · Begin using AE as your primary CMMS
- Provide internal support for basic usability questions
- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.

Implementation Complete!

- · Project Close
- Begin working with DSI's Legendary Support Team (LST) for ongoing user questions

Sample consulting engagement

Our primary goal is to assist your team in their transition to a new solution. Through our interviews with key staff, we will identify your objectives to focus on during our stay. Below you'll find an example schedule of a typical consulting engagement. Time invested into each phase varies based on client need.

Discovery Phase

The discovery phase is typically a phone or web interview that typically lasts a couple of hours

- · Interview maintenance and operations managers/supervisors, technicians, operators
- · Overview of application with key stakeholders
- Define workflow and use-cases within the applications
- Discuss change management and strategy

Data Loading and Configuration

Preparing Data is a key component of the service and requires client input, but the consultant will take care of the rest!

- Data review of existing data from previous CMMS system or data sets
- Map current data into AE setup and format
- Configure GIS Map Settings





- · Review Map Layers
- GIS Layer Configuration and Syncing Assets
- · Determine priority of data load to meet use-cases
- Review data in AE and discuss data management

Use-case setup and PM training

Setup workflow to meet use-cases and begin PM training

- · Refinements to configuration, workflow and data as needed
- · Build workflow to meet agreed use-cases
- Refine Request/Work Order templates to capture required data
- · Training on creating and maintaining PMs with application Admins and Supervisors

Hands-on User Training

User training sessions by user role or function and typically last up to 90 minutes for up to 10-15 users

- Train end users supervisors, technicians and requestors
- · Hands on training of reactive workflow with Supervisors
- Mobile or Desktop training available for most user roles

Evaluation

At the conclusion of the consulting service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the consulting service. Ongoing communication until the project is complete will be through your Basecamp project.

Post Enablement Support

After data is loaded, the account configured, and users are trained the system is ready to roll-out

- Support go-live adjust configuration, provide additional training and data entry support
- Review aspects of AE planned for future use
- Define follow-up tasks and next steps
- Define Post Launch Support point of contact

Project Assumptions

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- DSI is not responsible for delays caused by missing data or other configuration information that is
 required to be available prior to the consulting service. Having the requested data and configuration
 information available prior to the consulting service may minimize delays so progress can be made
 quickly.
- · DSI is not responsible for updating or making configuration changes to the client GIS data





Client Assumptions

- Configuration and data options may vary based on the version of Asset Essentials and the corresponding service level that was purchased.
- Client will have access to GIS system. ArcGIS online Viewer licenses may be required.
- · Client will have access to personnel on their side to make changes to GIS.
- · GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)
- The client will schedule time for the appropriate resources to be available to the consultant for all scheduled consulting activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders. The client will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the client will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the consultant will guide the client to focus on safety and location-based PMs and inspections.
- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.

Change Controls

Parties may agree to modify the Services through a written change order specifically referencing this this applicable Statement of Work. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.

You may request that DSI add services not in the Specifications by submitting a written proposed change order to DSI. DSI shall negotiate in good faith regarding change order prices and shall not require rates higher than those set forth in the Investment page. Such change order will become part of the applicable Statement of Work when executed by both Parties, and the services described therein will become part of the Services.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.





Proposal terms

- Proposal has been prepared for Fort Bend County ("Subscriber")
- Proposal expires in sixty (60) days

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Master
 Subscription Agreement found at https://www.dudesolutions.com/terms
 (https://www.dudesolutions.com/terms
 ("Terms"), unless Subscriber has a separate written agreement
 executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement
 will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed
 by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are
 objected to and rejected and will be deemed a material alteration hereof.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority
 to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such
 authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and
 may not use the Service.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (mailto:accountsreceivable@dudesolutions.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-205049 on any applicable purchase order and email to accountsreceivable@dudesolutions.com (mailto:accountsreceivable@dudesolutions.com)
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.







Signature

Presented to:

Q-205049 October 22, 2021, 4:04:53 PM

Accepted by:

Printed Name		
Signed Name		
Title		
Date		

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

					1011	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and country of the business entity's place			tificate Number:		
	of business. Dude Solutions, Inc.		202	22-853675		
	Cary, NC United States		Date	e Eiled:		
2			00/	Date Filed: 02/23/2022		
2	Name of governmental entity or state agency that is a party to the being filed.	ie contract for which the form is		02/23/2022		
	County of Fort Bend			Date Acknowledged: 03/01/2022		
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provi	dentify the	the contract, and provide a			
	Omnia R161802					
	Software as a Service					
_		I		Nature of interest		
4	Name of Interested Party	City, State, Country (place of	business)	(check ap	(check applicable)	
				Controlling	Intermediary	
K	emmerer, Kevin	Cary, NC United States		Х		
G	raham, Dan	Cary, NC United States		Х		
М	ehrotra, Prashant	Cary, NC United States		Х		
Εį	ghbali, Behdad	Cary, NC United States		X		
D	ude Solutions Intermediate Holdings, Inc.	Cary, NC United States		Х		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	, and my c	late of birth	is		
	My addrace is					
	My address is(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	ct.				
	Executed inCount	ty, State of	on the	day of	, 20 .	
		y,, \		(month)	(year)	
Signature of authorized agent of contracti (Declarant)						