

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AMENDMENT TO UNIQUEDIGITAL, INC.'S AGREEMENT

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

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to UniqueDigital, Inc.'s Agreement, on or about April 15, 2021, for the purchase of specified ProSupport Plus software products, (the "Agreement"), attached hereto as Exhibit "I" and incorporated herein for all purposes; and

WHEREAS, the County seeks to procure additional product and/or services from UniqueDigital; and

WHEREAS, the parties wish to utilize the State of Texas Department of Information Resources ("DIR") Contract No. DIR-TSO-4299, incorporated fully by reference, for the purchase of specified products and/or services from UniqueDigital; and

NOW, THEREFORE, County and UniqueDigital desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** UniqueDigital shall provide product and/or services as described in UniqueDigital's Quote # FBC_031122_VxrailCOMBINED_SR, attached as Exhibit "II" and incorporated fully by reference; and in accordance with the requirements of DIR Contract No. DIR-TSO-4299.
2. **Term.** This Agreement shall renew and is effective as of February 1, 2022, and shall expire no later than January 31, 2023, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** UniqueDigital's fees shall be calculated at the rates set forth in the attached Exhibit II. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit II is \$71,215.36. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. UniqueDigital 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 \$71,215.36, specifically allocated to fully discharge any and all liabilities County may incur. UniqueDigital does further understand and agree, said understanding

and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that UniqueDigital may become entitled to and the total maximum sum that County may become liable to pay to UniqueDigital shall not under any conditions, circumstances, or interpretations thereof exceed \$71,215.36.

4. **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, UniqueDigital hereby verifies that UniqueDigital 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, UniqueDigital 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, UniqueDigital 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, UniqueDigital 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.
5. **Remote Access.** If UniqueDigital 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 UniqueDigital is granted remote access to County Systems:
 - a. UniqueDigital 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. UniqueDigital will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. UniqueDigital will not access County Systems via unauthorized methods.
 - c. UniqueDigital'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 UniqueDigital to provide product and/or services to County pursuant to this Agreement.
- e. UniqueDigital will allow only its Workforce approved in advance by County to access County Systems. UniqueDigital will promptly notify County whenever an individual member of UniqueDigital's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. UniqueDigital will keep a log of access when its Workforce remotely accesses County Systems. UniqueDigital 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 UniqueDigital's Workforce is provided with remote access to County Systems, then UniqueDigital'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 UniqueDigital to comply with this Section may result in UniqueDigital and/or UniqueDigital'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 UniqueDigital, is under the direct control of UniqueDigital, whether or not they are paid by UniqueDigital 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).
- 6. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 7. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 8. **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.
- 9. **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.

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 attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

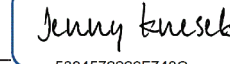
FORT BEND COUNTY



KP George, County Judge

UNIQUEDIGITAL, INC.

DocuSigned by:



5884572226F740C...

Authorized Agent – Signature

April 5, 2022

Date



ATTEST:



Laura Richard, County Clerk

Jenny Knesek

Authorized Agent- Printed Name

VP Financial Services

Title

3/21/2022

Date


REVIEWED:



Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 71,215.36 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit I: Addendum to UniqueDigital, Inc.'s Agreement, executed by the parties on or about April 15, 2021; and

Exhibit II: UniqueDigital's Quote # FBC_031122_VxrailCOMBINED_SR.

EXHIBIT I

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO UNIQUE DIGITAL, INC.'S 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 Unique Digital, Inc., ("Unique Digital"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, the parties have executed and accepted Unique Digital's Quote (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of specified ProSupport Plus software products (the "Product"); and

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

1. **Term.** The term of the Agreement is effective as of January 30, 2021, and shall expire no later than January 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, Unique Digital will render Product to County as described in Unique Digital's Quote (Exhibit A).
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. If County disputes charges related to the invoice submitted by Unique Digital, County shall notify Unique Digital no later than twenty-one (21) days after the date County receives the 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 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. **Cooperative Purchasing.** Unique Digital shall provide Product and/or services in accordance with DIR Contract Number DIR-TSO-4299, incorporated by reference.
5. **Limit of Appropriation.** Unique Digital 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 Forty-Two Thousand, Nine Hundred Ninety-Eight and 06/100 dollars (\$42,998.06), specifically allocated to fully discharge any and all liabilities County may incur. Unique Digital does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Unique Digital may become entitled to and the total maximum sum that

County may become liable to pay to Unique Digital shall not under any conditions, circumstances, or interpretations thereof exceed Forty-Two Thousand, Nine Hundred Ninety-Eight and 06/100 dollars (\$42,998.06). 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.

6. **Public Information Act.** Unique Digital 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 Unique Digital 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.
7. **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 Unique Digital for any reason are hereby deleted.
8. **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 Unique Digital in any way associated with the Agreement.
9. **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, Unique Digital verifies that if Unique Digital employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Unique Digital 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, Unique Digital represents pursuant to § 2252.152 of the Texas Government Code, that Unique Digital is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.

10. **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.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, UNIQUE DIGITAL 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.
12. **Use of Customer Name.** Unique Digital may use County's name without County's prior written consent only in any of Unique Digital's customer lists, any other use must be approved in advance by County.
13. **Conflict.** In the event there is a conflict between this Addendum and Unique Digital's Quote, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract Number DIR-TSO-4299, then the terms and conditions of DIR Contract Number DIR-TSO-4299 controls to the extent of the conflict.
14. **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.
15. **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.
16. **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.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
18. **Compliance with Laws.** Unique Digital 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, Unique Digital shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

19. **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.


(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY


Jaime Kovar
Purchasing Agent

4/15/2021
Date

UNIQUE DIGITAL, INC.

Kate Skeffington Digitally signed by Kate Skeffington
Date: 2021.04.15 11:00:26 -05'00'

Authorized Agent – Signature

Kate Skeffington

Authorized Agent- Printed Name

Accounting Assistant

Title

04/15/2021

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 42,998.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

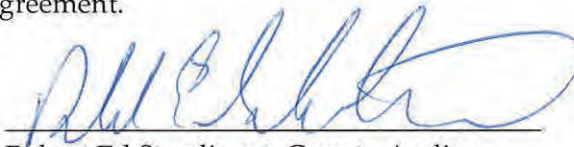

Robert Ed Sturdivant, County Auditor

Exhibit A: Unique Digital's Quote

Exhibit A



Quote

Date	Quote #
11-Feb-21	FBC_021121_21107_v01_VxRail_Support

Bill To: Fort Bend County
Ship To: Fort Bend County
Account Executive: Carolan Haltom
 10595 Westoffice Drive
 Houston, TX 77042
 (713) 777-0447
DIR-TSO-4299

Item SKU	Description	Qty	Unit List Price (USD)	Total List Price (USD)
VxRail				
ProSupport Plus 4HR/MC - SN: DE300180602739 & DE300180602741				
Coverage from 01/30/2021-01/31/2022				
SYS6401U1N10DAF	VXRAIL-500 1U1N 10X2.5 NON-NVME AF	2	\$1,008.47	\$2,016.94
2S5STDFANE560165L	VXRAIL-500 2S 8 STD FAN LESS THAN 165W	2	\$19.99	\$39.98
2SE560HSKDM165OL	VXRAIL-500 2S E560 165WL HTK DIMM BLNK	2	\$3.80	\$7.60
CAPSSD384TB1WPDVX5	VXRAIL-500 CAPACITY SAS SSD 3.84TB1WPD	4	\$892.78	\$3,571.10
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	2	\$7.24	\$14.48
INSTLCTRYUSA640F	VXRAIL-500 USA SHIPMOD F	2	\$9.77	\$19.54
MEMLDIMM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	24	\$127.76	\$3,066.32
NDCX710QP10GBSFP	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	2	\$107.62	\$215.24
PR6142GD16C26AF	VXRAIL-500 INTEL CPU 6142 16C 2.6 GHZ AF	2	\$1,659.96	\$3,319.92
PR6142GD16C26AF-2	VXRAIL-500INTELCPU 6142 16C 2.6 GHZ2NDAF	2	\$1,659.96	\$3,319.92
PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	2	\$99.53	\$199.06
PWRC13-NEMA5-15P	C13 CORD NEMA 5-15 125V 10A - NON DPE	4	\$0.00	\$0.00
RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	2	\$0.00	\$0.00
RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CONFIG2 LP	2	\$2.67	\$5.34
RRAILKIT1U1NCMAAF	VXRAIL-500 A7 RRAILS II WITH CMA 1U1N AF	2	\$24.01	\$48.02
SSD800GB10WPD25F	VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F	4	\$413.94	\$1,655.74
TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	2	\$7.48	\$14.96
XCVRSFSPSR1G10GAF	VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF	4	\$35.35	\$141.40
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG	2	\$975.87	\$1,951.74
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	2	\$0.00	\$0.00
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG	2	\$975.87	\$1,951.74
VxRail Subtotal				\$21,559.04
Support Sub-Total				\$21,559.04

ProSupport Plus 4HR/MC - SN: DE300180602740**Coverage from 01/30/2021-01/31/2022 (Unless otherwise stated)**

SYS6401U1N10DAF	VXRAIL-500 1U1N 10X2.5 NON-NVME AF	1	\$1,008.47	\$1,008.47
2S5STDFANE560165L	VXRAIL-500 2S 8 STD FAN LESS THAN 165W	1	\$19.99	\$19.99
2SE560HSKDM165OL	VXRAIL-500 2S E560 165WL HTK DIMM BLNK	1	\$3.80	\$3.80
CAPSSD384TB1WPDVX5	VXRAIL-500 CAPACITY SAS SSD 3.84TB1WPD	2	\$892.78	\$1,785.55
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	1	\$7.24	\$7.24

INSTLCTRYUSAFR640F	VXRAIL-500 USA SHIPMOD F	1	\$9.77	\$9.77
MEMLDIMM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	12	\$127.76	\$1,533.16
NDCX710QP10GBSFP AF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	1	\$107.62	\$107.62
PR6142GD16C26AF	VXRAIL-500 INTEL CPU 6142 16C 2.6 GHZ AF	1	\$1,659.96	\$1,659.96
PR6142GD16C26AF-2	VXRAIL-500INTELCPU 6142 16C 2.6 GHZ2NDAF	1	\$1,659.96	\$1,659.96
PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	1	\$99.53	\$99.53
PWRC13-NEMA5-15P	C13 CORD NEMA 5-15 125V 10A - NON DPE	2	\$0.00	\$0.00
RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	1	\$0.00	\$0.00
RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CONFIG2 LP	1	\$2.67	\$2.67
RRAILKIT1U1NCMAAF	VXRAIL-500 A7 RRAILS II WITH CMA 1U1N AF	1	\$24.01	\$24.01
SSD800GB10WPD25F	VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F	2	\$413.94	\$827.87
TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	1	\$7.48	\$7.48
XCVRSFPSR1G10GAF	VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF	2	\$35.35	\$70.70
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG Coverage from 02/09/2021-01/31/2022	1	\$949.78	\$949.78
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	1	\$0.00	\$0.00
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG Coverage from 02/09/2021-01/31/2022	1	\$949.78	\$949.78

VxRail Subtotal **\$10,727.34**

Support Sub-Total **\$10,727.34**

ProSupport Plus 4HR/MC - SN: DE300180602742

Coverage from 01/30/2021-01/31/2022 (Unless otherwise stated)

SYS6401U1N10DAF	VXRAIL-500 1U1N 10X2.5 NON-NVME AF	1	\$1,008.47	\$1,008.47
2S5STDFANE560165L	VXRAIL-500 2S 8 STD FAN LESS THAN 165W	1	\$19.99	\$19.99
2SE560HSKDM165OL	VXRAIL-500 2S E560 165WL HTK DIMM BLNK	1	\$3.80	\$3.80
CAPSSD384TB1WPDVX5	VXRAIL-500 CAPACITY SAS SSD 3.84TB1WPD	2	\$892.78	\$1,785.55
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	1	\$7.24	\$7.24
INSTLCTRYUSAFR640F	VXRAIL-500 USA SHIPMOD F	1	\$9.77	\$9.77
MEMLDIMM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	12	\$127.76	\$1,533.16
NDCX710QP10GBSFP AF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	1	\$107.62	\$107.62
PR6142GD16C26AF	VXRAIL-500 INTEL CPU 6142 16C 2.6 GHZ AF	1	\$1,659.96	\$1,659.96
PR6142GD16C26AF-2	VXRAIL-500INTELCPU 6142 16C 2.6 GHZ2NDAF	1	\$1,659.96	\$1,659.96
PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	1	\$99.53	\$99.53
PWRC13-NEMA5-15P	C13 CORD NEMA 5-15 125V 10A - NON DPE	2	\$0.00	\$0.00
RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	1	\$0.00	\$0.00
RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CONFIG2 LP	1	\$2.67	\$2.67
RRAILKIT1U1NCMAAF	VXRAIL-500 A7 RRAILS II WITH CMA 1U1N AF	1	\$24.01	\$24.01
SSD800GB10WPD25F	VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F	2	\$413.94	\$827.87
TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	1	\$7.48	\$7.48
XCVRSFPSR1G10GAF	VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF	2	\$35.35	\$70.70
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG Coverage from 02/12/2021-01/31/2022	1	\$941.95	\$941.95
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	1	\$0.00	\$0.00
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG Coverage from 02/12/2021-01/31/2022	1	\$941.95	\$941.95

VxRail Subtotal **\$10,711.68**

Support Sub-Total **\$10,711.68**

Configuration Total	\$42,998.06
Shipping	N/A
Tax	Will Invoice
Total Price	\$42,998.06

SIGNATURE

- ** Leasing Options Available*
- ** Restocking Fees May Apply if Purchase Order Cancelled*
- ** 4% Credit Card Fee Applicable*
- ** Terms: Net 30*

EXHIBIT II



Quote

Date	Quote #
11-Mar-22	FBC_031122_VxrailCOMBINED_SR

**Quote expires in 30 days*

Bill To: Fort Bend County
Ship To: Fort Bend County

Account Executive
Lauren Oliver
10595 Westoffice Drive
Houston, TX 77042
(713) 777-0447

DIR-TSO-4299

Item SKU	Description	Qty	Unit Price (USD)	Customer Total Price (USD)
VxRail 14G Upgrade				
SN: DE300190422538, DE300190422539				
PROSUPPORT PLUS 4HR MC				
Coverage: 02/01/22 - 01/31/23				
SYSE5602SVENTF	VXRAIL 14G E560 1U1N 2S NVME ENT AF	2	\$1,924.06	\$3,848.12
2S8HPFANE560165GR	VXRAIL-500 2S 8 HIGH PERF FAN 165W/GRT	2	\$26.36	\$52.72
2SE560HSKDM165GR	VXRAIL-500 2S E560 165GR HTK DIMM BLNK	2	\$3.96	\$7.92
CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F	4	\$195.43	\$781.72
CAPSSDSAS3.84TBF	VXR 3.84TB CAPACITY SAS 2.5IN SSD F	8	\$359.18	\$2,873.44
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	2	\$5.83	\$11.66
INSTLCTRYUSA640F	VXRAIL-500 USA SHIPMOD F	2	\$7.86	\$15.72
MEMLDIMM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	24	\$102.70	\$2,464.80
NDCX710QP10GBSFPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	2	\$86.51	\$173.02
PROGD61461SF	VXR INTEL CPU GD 6146 3.2G 12C 24T 1S F	2	\$509.08	\$1,018.16
PROGD61462SF	VXR INTEL CPU GD 6146 3.2G 12C 24T 2S F	2	\$509.08	\$1,018.16
PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	2	\$80.01	\$160.02
PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	4	\$0.00	\$0.00
RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	2	\$0.00	\$0.00
RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CONFIG2 LP	2	\$2.15	\$4.30
RRAILKIT1U1NCMAAF	VXRAIL-500 A7 RRAILS II WITH CMA 1U1N AF	2	\$19.30	\$38.60
TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	2	\$6.01	\$12.02
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	2	\$0.00	\$0.00
456-113-809	VXRAIL VMWARE VSANENTERPRISE 3Y MAINT=IG	2	\$0.00	\$0.00
456-113-809	VXRAIL VMWARE VSANENTERPRISE 3Y MAINT=IG	2	\$0.00	\$0.00
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG	2	\$1,021.16	\$2,042.32
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG	2	\$1,021.16	\$2,042.32
VXROS3.84SASF	VXR HCI SYSTEM SOFTWARE(CAP 3.84 SAS)=CF	8	\$130.64	\$1,045.12
VXROSGDPROCSE	VXRAIL HCI SYSTEM SOFTWARE(G F)=IG	4	\$287.58	\$1,150.32
VxRail 14G UpgradeSN: DE300190422538, DE300190422539 Support Sub-Total				\$18,760.46

VxRail 14G Upgrade				
SN: DE300190423250				
PROSUPPORT PLUS 4HR MC				
Coverage: 02/01/22 - 01/31/23				
SYSE5602SVENF	VXRAIL 14G E560 1U1N 2S NVME ENT AF	1	\$2,016.80	\$2,016.80
2S8HPFANE560165GR	VXRAIL-500 2S 8 HIGH PERF FAN 165W/GRT	1	\$27.64	\$27.64
2SE560HSKDM165OL	VXRAIL-500 2S E560 165WL HTK DIMM BLNK	1	\$3.20	\$3.20
CACHENVMEDRV1.6TBF	VXR 1.6TB NVME CACHE 2.5IN F	2	\$204.84	\$409.68
CAPSSDSAS3.84TBF	VXR 3.84TB CAPACITY SAS 2.5IN SSD F	4	\$376.49	\$1,505.96
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	1	\$6.10	\$6.10
INSTLCTRYUSA640F	VXRAIL-500 USA SHIPMOD F	1	\$8.24	\$8.24
MEMLDIMM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	12	\$107.65	\$1,291.80
NDCX710QP10GBSFPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	1	\$90.68	\$90.68
PROGD61421SF	VXR INTEL CPU GD 6142 2.6G 16C 32T 1S F	1	\$473.63	\$473.63
PROGD61422SF	VXR INTEL CPU GD 6142 2.6G 16C 32T 2S F	1	\$473.63	\$473.63
PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	1	\$83.86	\$83.86
PWR200VRACK	C13-C14 PDU RACK PWR CRD 2M N. AM	2	\$0.00	\$0.00
RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	1	\$0.00	\$0.00
RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CONFIG2 LP	1	\$2.25	\$2.25
RRAILKIT1U1NCMAAF	VXRAIL-500 A7 RRAILS II WITH CMA 1U1N AF	1	\$20.23	\$20.23
TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	1	\$6.30	\$6.30
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	1	\$0.00	\$0.00
456-113-809	VXRAIL VMWARE VSANENTERPRISE 3Y MAINT=IG	1	\$0.00	\$0.00
456-113-809	VXRAIL VMWARE VSANENTERPRISE 3Y MAINT=IG	1	\$0.00	\$0.00
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG	1	\$1,007.69	\$1,007.69
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG	1	\$1,007.69	\$1,007.69
VXROS3.84SASF	VXR HCI SYSTEM SOFTWARE(CAP 3.84 SAS)=CF	4	\$134.73	\$538.92
VXROSGDPROCSF	VXRAIL HCI SYSTEM SOFTWARE(G F)=IG	2	\$296.58	\$593.16
VxRail 14G UpgradeSN: DE300190423250 Support Sub-Total				\$9,567.46

VxRail				
SN: DE300180602739, DE300180602741, DE300180602740, DE300180602742				
PROSUPPORT PLUS 4HR/MC				
Coverage: 02/01/22 - 01/31/23				
SYS6401U1N10DAF	VXRAIL-500 1U1N 10X2.5 NON-NVME AF	4	\$1,003.08	\$4,012.32
2S5STDFANE560165L	VXRAIL-500 2S 8 STD FAN LESS THAN 165W	4	\$19.88	\$79.52
2SE560HSKDM165OL	VXRAIL-500 2S E560 165WL HTK DIMM BLNK	4	\$3.78	\$15.12
CAPSSD384TB1WPDVX5	VXRAIL-500 CAPACITY SAS SSD 3.84TB1WPD	8	\$888.00	\$7,104.00
INSTKITSFPAF	HCIA INSTALL KIT 10GBE SFP+ AF	4	\$7.20	\$28.80
INSTLCTRYUSA640F	VXRAIL-500 USA SHIPMOD F	4	\$9.72	\$38.88
MEMLDIMM32GBAF	VXRAIL-500 MEMORY 32GB RDIMM AF	48	\$127.08	\$6,099.84
NDCX710QP10GBSFPAF	VXRAIL-500 NDC INTELX710 QP 10GB SFP+ AF	4	\$107.04	\$428.16
PR6142GD16C26AF	VXRAIL-500 INTEL CPU 6142 16C 2.6 GHZ AF	4	\$1,651.08	\$6,604.32
PR6142GD16C26AF-2	VXRAIL-500INTELCPU 6142 16C 2.6 GHZ2NDAF	4	\$1,651.08	\$6,604.32
PS1100WPSF	VXRAIL-500 DUAL HOTPLG 1100W PS F	4	\$99.00	\$396.00
PWRC13-NEMA5-15P	C13 CORD NEMA 5-15 125V 10A - NON DPE	8	\$0.00	\$0.00
RDIMM2666INFO	VXRAIL-500 FACTORYORD RQ 2666MHZ RDIMMS	4	\$0.00	\$0.00
RISER640CNFG2DUAL	VXRAIL-500 RISER R640 CONFIG2 LP	4	\$2.66	\$10.64

RRAILKIT1U1NCMAAF	VXRAIL-500 A7 RRAILS II WITH CMA 1U1N AF	4	\$23.88	\$95.52
SSD800GB10WPD25F	VXRAIL-500 CACHESSD 800GB10WPD 2.5INCH F	8	\$411.72	\$3,293.76
TPM1.2MODULEAF	VXRAIL-500 TPM 1.2 MODULE AF	4	\$7.44	\$29.76
XCVRSFPSR1G10GAF	VXRAIL-500 TRANSCEIVER LC SR 1G 10G AF	8	\$35.16	\$281.28
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG	4	\$970.65	\$3,882.60
456-111-959	RECOVERPOINT FOR VM FOR 1-NODE HCIA =IB	4	\$0.00	\$0.00
456-113-146	HCIA NP VSPH E+ 1CPU W/ 3YR MAINT=IG	4	\$970.65	\$3,882.60
VxRail Support Renewal Subtotal				\$42,887.44

Configuration Total	\$71,215.36
Tax	Exempt
Shipping	N/A
Total Price	\$71,215.36

SIGNATURE

*** Leasing Options Available*

*** Restocking Fees May Apply if Purchase Order Cancelled*

*** 4% Credit Card Fee Applicable*

*** Payment Terms, Cash Net30 Upon Credit Approval*

*** FOB Destination*

*** Taxes, freight and other fees not included unless otherwise stated.*

*** Returns or exchanges are at the discretion of the Manufacturer.*

*** Order may be delivered in multiple shipments and customer agrees to pay partial payments as product is delivered.*

*** Supplier is acting as a reseller of the Original Equipment Manufacturer (OEM).*

The products sold under this quotation are subject to the terms and conditions provided by the OEM.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Unique Digital, A Converge Company
Houston, TX United States

Certificate Number:
2022-863848

Date Filed:
03/22/2022

Date Acknowledged:
04/05/2022

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

Fort Bend County

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

Unique Digital, Inc.
VXRail 14G Upgrade Under DIR-TSO-4299

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)