

**ADDENDUM TO SWAGIT PRODUCTIONS, LLC'S AGREEMENT
(TIPS Contract # 190703)**

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 Swagit Productions, LLC, ("Swagit"), 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 Swagit's Quote (created date August 18, 2022), (the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for the purchase of specified hardware and/or services (collectively the "Services");

WHEREAS, the County desires that Swagit provide the Services as described in this Agreement;

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

WHEREAS, the parties wish to utilize The Interlocal System Purchasing System's ("TIPS") Contract # 190703, incorporated fully by reference as if set forth verbatim below, for the purchase of the Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Scope of Services.** Subject to this Addendum, Swagit will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of TIPS' Contract # 190703. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by Swagit including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Swagit may submit invoice electronically via: apauditor@fortbendcountytexas.gov. The invoice will show amounts due for Services in a form acceptable to County. If County disputes charges related to the invoice submitted by Swagit, County shall notify Swagit 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. County reserves the right to withhold payment pending verification of satisfactory work performed.

3. **Limit of Appropriation.** Swagit clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Sixty-Nine Thousand, Four Hundred Fifteen and 00/100 dollars (\$69,415.00), specifically allocated to fully discharge any and all liabilities County may incur. Swagit does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Swagit may become entitled to and the total maximum sum that County may become liable to pay to Swagit shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Nine Thousand, Four Hundred Fifteen and 00/100 dollars (\$69,415.00). 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.
4. **Public Information Act and Open Meetings Act.** Swagit 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 Swagit 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.

Swagit expressly acknowledges that County is subject to 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, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

5. **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 Swagit for any reason are hereby deleted. Swagit 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 Swagit, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Swagit or any of Swagit's agents, servants or employees.
6. **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 Swagit in any way associated with the Agreement.

7. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.

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, Swagit hereby verifies that Swagit 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, Swagit 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, Swagit 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, Swagit 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.

10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, SWAGIT 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.** Swagit may use County's name without County's prior written consent only in any of Swagit's customer lists, any other use must be approved in advance by County.
12. **Product Assurance.** Swagit 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 Swagit to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Swagit 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 Swagit's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Swagit'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.** Swagit warrants to County that Swagit has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Swagit 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.

Swagit 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.
14. **Conflict.** In the event there is a conflict between this Addendum and Swagit's Quote (Exhibit A), this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of TIPS' Contract # 190703, the terms and conditions of TIPS' Contract # 190703 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. **Inspection of Books and Records.** Swagit will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Swagit for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

17. **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.
18. **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.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
20. **Assignment and Delegation.**
 - 20.1. 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.
 - 20.2. Neither party may delegate any performance under this Agreement.
 - 20.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
 - 20.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
21. **Successors and Assigns.** County and Swagit 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.
22. **Property Damage.** In the event of loss, damage, or destruction of any property of County due to the negligence, misconduct, wrongful act or omission on the part of Swagit, its employees, agents, representatives, or subcontractors, Swagit shall pay the full cost of either repair, reconstruction, or replacement of the property, at County's sole election. Such cost shall be determined by County and shall be due and payable by Swagit ninety (90) calendar days after the date of Swagit's receipt from County of a written notice of the amount due.
23. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Swagit as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 2 for work performed. Swagit shall promptly furnish all such data and material to County on request.
24. **Personnel.** Swagit 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 Swagit 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 Swagit shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Swagit or agent of Swagit 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 on-site at the County, Swagit shall comply with, and ensure that all Swagit Personnel comply with, all rules, regulations and policies of County that are communicated to Swagit, 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.

25. **Compliance with Laws.** Swagit 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, Swagit shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

26. **Confidential Information.** Swagit 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 Swagit 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 Swagit 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 Swagit) publicly known or is contained in a publicly available document; (b) is rightfully in Swagit'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 Swagit who can be shown to have had no access to the Confidential Information.

Swagit agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Swagit 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. Swagit 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, Swagit shall advise County immediately

in the event Swagit 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 Swagit will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Swagit against any such person. Swagit agrees that, except as directed by County, Swagit 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, Swagit will promptly turn over to County all documents, papers, and other matter in Swagit's possession which embody Confidential Information.

Swagit 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. Swagit 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.

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

27. Termination.

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

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

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

(b). If Swagit 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.

27.3. If, after termination, it is determined for any reason whatsoever that Swagit 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 § 27.1 above.

27.4. Upon termination of this Agreement, County shall compensate Swagit in accordance with § 2, above, for those services which were provided under this

Agreement prior to its termination and which have not been previously invoiced to County. Swagit's final invoice for said services will be presented to and paid by County in the same manner set forth in § 2 above.

27.5. 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 Swagit.

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

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

29. **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.

30. **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.

31. **Insurance.** Prior to commencement of the Services under this Agreement, Swagit 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. Swagit shall provide certified copies of insurance endorsements and/or policies if requested by County. Swagit 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. Swagit 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 Swagit 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, Swagit 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.

Swagit's or Swagit's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Swagit's or Swagit's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing.

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

32. **Remote Access.** If Swagit requires remote access to the County's systems for support, configurations, installation, integrations, and/or maintenance concerning this Agreement, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met:

- (a). Swagit will adhere to the restricted and monitored channels that are provided by Fort Bend County, or, subject to the discretion of the County, other technologies approved in advanced in writing by the County's Information Technology Security Manager.
- (b). Swagit will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls.
- (c). Swagit'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 the County data or systems, equipment and/or media necessary for Swagit to provide Services as described in this Agreement.
- (e). Swagit will allow only its Workforce approved in advance by County to access the County's system. Swagit will promptly notify County whenever an individual member of Swagit's Workforce who has access to the County's network leaves its employ or no longer requires access to the County's network or network connection. Swagit will keep a log of access when its Workforce remotely accesses the County's systems. Swagit will supply County with evidence of access logs concerning remote access to the County's 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 Swagit Workforce is provided with remote access to the County's systems, then Swagit's Workforce will not remotely log-in to the County's system 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). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and other persons whose conduct, in the performance of work for Swagit, is under the direct control of Swagit, whether or not they are paid by Swagit and who have direct or incidental access to County data and/or systems.

33. **Entire Agreement.** This Agreement, together with all agreements between the parties referenced in this Addendum, embodies the entire understanding between the parties with respect to the terms and conditions, and there are no prior effective representations, warranties or agreements between the parties with respect to the terms and conditions. This Agreement shall supersede and replace all previous agreements pertaining to the terms and conditions between any of the parties. No waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the parties.

34. **Notices.**

- 34.1. 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).

- 34.2. 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: Swagit Productions, LLC
Attn: _____
12801 North Central Expressway, Suite 900
Dallas, Texas 75243

- 34.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 34.1 and 34.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

34.3.1. 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.

34.3.2. 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.

(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. This Agreement is effective upon execution by both parties.

FORT BEND COUNTY

KP George

County Judge KP George

KP George, County Judge

SWAGIT PRODUCTIONS, LLC

Bryan Halley

Authorized Agent – Signature

September 6, 2022

Date



ATTEST

Laura Richard

Laura Richard, County Clerk

Bryan Halley

Authorized Agent- Printed Name

President

Title

08/25/2022

Date

REVIEWED:

Robyn Douglass

Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 69,415.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: Swagit's Quote (created date August 18, 2022)

Exhibit A



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
 Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO: Fort Bend County, TX

Created Date: 8/18/2022

Valid for 60 days TIPS: 190703

One-Time Hardware

Item & Description	Quantity	Up-Front Cost
Avior™ HD - Four (4) camera setup as a standard (allows for remote operation by Swagit staff, see corresponding monthly package on next page)	1	\$39,605.00
CaptionPrime Streaming appliance- ONLY Required if needing realtime captioning		\$5,080.00
Advanced Caption Encoder/Decoder- Human Transcribing ONLY Required if needing realtime captioning		\$9,990.00
Playback 365 with Brightscript (1x1 HD/SD) includes Conversion Kit and first year of support. Configured for Images/Slides, Videos, Audio, HTML5, Text, Date, Time, RSS, MRSS, Twitter feeds. FTP account for content management.		\$7,890.00
Installation for Avior	1	\$6,850.00
Total One Time Cost:		\$69,415.00

* Price and hardware model are subject to change after 60 days without prior notice

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.
Swagit Productions, LLC
Dallas, TX United States

Certificate Number:
2022-927432

Date Filed:
08/29/2022

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

Date Acknowledged:
09/06/2022

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.
21-IT-100904-A1
Avior Broadcast System

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	RST Midco, Inc.	Austin, TX United States	X	
	Halley, Bryan	Dallas, TX United States		X
	Mabe, Jennifer	Austin, TX United States		X

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)