

**ADDENDUM TO INSIGHT PUBLIC SECTOR, INC.'S AGREEMENT
(DIR Contract No. DIR-TSO-4052)**

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 Insight Public Sector, Inc., ("Insight"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Insight's Quotation (Quotation Number: 224812291) (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified Adobe software subscriptions and licenses (the "Services"); and

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

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

WHEREAS, the parties wish to utilize the Department of Information Resources ("DIR") Contract No. DIR-TSO-4052, incorporated fully by reference, 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. **Term.** The term of the Agreement is effective December 1, 2022, and shall expire no later than November 30, 2023, 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, Insight will render Services to County as described in Exhibit A, and in accordance with the requirements and specifications of DIR Contract No. DIR-TSO-4052.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Insight may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Insight, County shall notify Insight no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. 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. **Limit of Appropriation.** Insight clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Twenty-Six Thousand, Eight Hundred Forty and 10/100 dollars (\$126,840.10), specifically allocated to fully discharge any and all liabilities County may incur. Insight does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Insight may become entitled to and the total maximum sum that County may become liable to pay to Insight shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Twenty-Six Thousand, Eight Hundred Forty and 10/100 dollars (\$126,840.10). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** Insight 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 Insight shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Insight for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Insight in any way associated with the Agreement.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Insight hereby verifies that Insight 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, Insight 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, Insight 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, Insight 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, INSIGHT 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.** Insight may use County's name without County's prior written consent only in any of Insight's customer lists, any other use must be approved in advance by County.

12. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-TSO-4052, then the terms and conditions of DIR Contract No. DIR-TSO-4052 controls to the extent of the conflict.
13. **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.
14. **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.
15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
17. **Compliance with Laws.** Insight 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, Insight shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
18. **Independent Contractor.** In the performance of work or services hereunder, Insight 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 Insight or, where permitted, of its subcontractors. Insight 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.
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.
20. **Remote Access.** As applicable, if Insight requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Insight's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Insight is granted remote access to County Systems:

- (A). Insight will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). Insight will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Insight will not access County Systems via unauthorized methods.
- (C). Insight'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 Insight to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). Insight will allow only its Workforce approved in advance by County to access County Systems. Insight will promptly notify County whenever an individual member of Insight's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Insight will keep a log of access when its Workforce remotely accesses County Systems. Insight 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 Insight's Workforce is provided with remote access to County Systems, then Insight'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 Insight to comply with this Section may result in Insight and/or Insight'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 Insight, is under the direct control of Insight, whether or not they are paid by Insight 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).

(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.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge

November 22, 2022

Date



ATTEST:


Laura Richard, County Clerk

INSIGHT PUBLIC SECTOR, INC.


Erica Falchetti

Authorized Agent – Signature

Erica Falchetti

Authorized Agent- Printed Name

Sr SLED Market Leader

Title

10/19/2022

Date

REVIEWED:


Robyn Douglass

Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 126,840.10 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

Exhibit A: Insight's Quotation (Quotation Number: 224812291)

Exhibit A

SOLD-TO PARTY 10738659

FORT BEND COUNTY
301 JACKSON ST
RICHMOND TX 77469-3108

SHIP-TO

INFORMATION TECHNOLOGY
RUSSELL HILL
500 LIBERTY ST
RICHMOND TX 77469-3500

Quotation

Quotation Number : [224812291](#)
Document Date : 17-MAR-2022
PO Number :
PO release: :
Sales Rep : George Marshall
Email : GEORGE.MARSHALL@INSIGHT.COM
Telephone :
Sales Rep 2 : Mizpah Concepcion
Email : MIZPAH.CONCEPCION@INSIGHT.COM
Telephone : +12132693999

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery: : FOB DESTINATION
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
65318659-FTBC	ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - EACH SUBSCRIPTION (# SPECIFIED BELOW) - 12 MONTHS ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - 5,000 TRANSACTIONS - Coverage Dates: 01-DEC-2022 - 30-NOV-2023 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTWARE RESELLER(# DIR-TSO-4052) MSRP: 19000.00 Discount: 11.550%	1	16,805.50	16,805.50
65286686-FTBC	ADOBE ACROBAT PRO ENTERPRISE TERM LICENSE - PER USER - 12 MONTHS - Coverage Dates: 01-DEC-2022 - 30-NOV-2023 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTWARE RESELLER(# DIR-TSO-4052) MSRP: 133.00 Discount: 24.820%	920	99.99	91,990.80
65274430-FTBC	ADOBE CREATIVE CLOUD ENTERPRISE TERM LICENSE - PER USER - 12 MONTHS - Coverage Dates: 01-DEC-2022 - 30-NOV-2023 STATE OF TEXAS DIR ADOBE VALUE ADDED SOFTWARE RESELLER(# DIR-TSO-4052) MSRP: 1200.00 Discount: 11.550%	17	1,061.40	18,043.80
Product Subtotal				126,840.10
TAX				0.00
Total				126,840.10

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

George Marshall

GEORGE.MARSHALL@INSIGHT.COM

Mizpah Concepcion

+12132693999

MIZPAH.CONCEPCION@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

23-IT-100215 R.218451-For Vendor Review and Signature and 1295 Form 19OCT2022

Final Audit Report

2022-10-19

Created:	2022-10-19
By:	Emily Thompson (emily.thompson@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqwZShgw2nGBwp8ypNc2rlq0ywNuKI05s

"23-IT-100215 R.218451-For Vendor Review and Signature and 1295 Form 19OCT2022" History

-  Document created by Emily Thompson (emily.thompson@insight.com)
2022-10-19 - 6:13:55 PM GMT- IP address: 204.145.196.5
-  Document emailed to Erica Falchetti (erica.falchetti@insight.com) for signature
2022-10-19 - 6:14:26 PM GMT
-  Email viewed by Erica Falchetti (erica.falchetti@insight.com)
2022-10-19 - 6:16:41 PM GMT- IP address: 204.145.196.5
-  Document e-signed by Erica Falchetti (erica.falchetti@insight.com)
Signature Date: 2022-10-19 - 6:16:48 PM GMT - Time Source: server- IP address: 204.145.196.5
-  Agreement completed.
2022-10-19 - 6:16:48 PM GMT