

3. **Scope of Services.** Subject to this Addendum, Aurigo will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications DIR Contract No. DIR-CPO-5043.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Aurigo will invoice County annually for Services. Aurigo will submit annual invoice to County no later than January 1st for each applicable year during the term of this Agreement. Aurigo may submit invoices electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. The annual invoice for Services will be in the amount of Five Hundred Forty-Five Thousand, Two Hundred Fifty-Two dollars and 05/100 (\$545,252.05), broken down into component portions as follows: (1) Three Hundred Seventy Thousand, Two Hundred Fifty-Two dollars and 05/100 (\$370,252.05) for annual licensing costs, and (2) One Hundred Seventy-Five Thousand dollars and 00/100 (\$175,000.00) for annual Platinum Support Plan services. If County disputes charges related to any invoice submitted by Aurigo, County shall notify Aurigo 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. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Aurigo 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 Two Million, Seven Hundred Twenty-Six Thousand, Two Hundred Sixty dollars and 25/100 (\$2,726,260.25), specifically allocated to fully discharge any and all liabilities County may incur. Aurigo does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Aurigo may become entitled to and the total maximum sum that County may become liable to pay to Aurigo shall not under any conditions, circumstances, or interpretations thereof exceed Two Million, Seven Hundred Twenty-Six Thousand, Two Hundred Sixty dollars and 25/100 dollars (\$2,726,260.25). In no event will the amount paid by County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Public Information Act and Open Meetings Act.** Aurigo 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 Aurigo 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 and this Addendum are not proprietary or confidential information.

Aurigo 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.

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 Aurigo 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 Aurigo 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. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Aurigo hereby verifies that Aurigo 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, Aurigo 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, Aurigo 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, Aurigo 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.
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, AURIGO 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.** Aurigo may use County's name without County's prior written consent only in any of Aurigo's customer lists, any other use must be approved in advance by County.
13. **Performance Warranty.** Aurigo warrants to County that Aurigo has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Aurigo 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.
- Aurigo warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and in accordance with the requirements and specifications of DIR Contract No. DIR-CPO-5043.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, then this Addendum controls. In the event there is a conflict between this Addendum and the

terms and conditions of DIR Contract No. DIR-CPO-5043, then the terms and conditions of DIR Contract No. DIR-CPO-5043 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.** Aurigo will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Aurigo 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. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from Aurigo in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
20. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by Aurigo 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 § 4 for work performed. Aurigo shall promptly furnish all such data and material to County on request.
21. **Personnel.** Aurigo 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 Aurigo 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 Aurigo shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Aurigo or agent of Aurigo who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

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

22. **Compliance with Laws.** Aurigo 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, Aurigo shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
23. **Confidential Information.** Aurigo 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 Aurigo 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 Aurigo 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 Aurigo) publicly known or is contained in a publicly available document; (b) is rightfully in Aurigo'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 Aurigo who can be shown to have had no access to the Confidential Information.

Aurigo agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Aurigo 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. Aurigo 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, Aurigo shall advise County immediately in the event Aurigo 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 Aurigo will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Aurigo against any such person. Aurigo

agrees that, except as directed by County, Aurigo 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, Aurigo will promptly turn over to County all documents, papers, and other matter in Aurigo's possession which embody Confidential Information.

Aurigo 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. Aurigo 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.

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

24. Termination.

- 24.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 24.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a). If Aurigo fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If Aurigo materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 24.3. If, after termination, it is determined for any reason whatsoever that Aurigo was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 24.1 above.
- 24.4. Upon termination of this Agreement, County shall compensate Aurigo in accordance with § 4, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced

to County. Aurigo's final invoice for said services will be presented to and paid by County in the same manner set forth in § 4 above.

- 24.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Aurigo.
- 24.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 24.7. Upon termination of this Agreement for any reason, if Aurigo has any property in its possession belonging to County, Aurigo will account for the same, and dispose of it in the manner the County directs.
25. **Independent Contractor.** In the performance of work or services hereunder, Aurigo 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 Aurigo or, where permitted, of its subcontractors. Aurigo and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
26. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
27. **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.
28. **Dispute Resolution.**
- 28.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.
- 28.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

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

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

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

29. Insurance.

A. Prior to commencement of the Services, Aurigo 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. Aurigo shall provide certified copies of insurance endorsements and/or policies if requested by County. Aurigo 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. Aurigo 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:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. 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.
3. 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.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. 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.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Aurigo shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, Aurigo 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 2 years beginning from the time the work under this Contract is completed.
- D. Aurigo shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Aurigo.

30. **Remote Access.** As applicable, if Aurigo requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Aurigo'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 Aurigo is granted remote access to County Systems:

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

31. Notices.

- 31.1. 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).
- 31.2. 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: Aurigo Software Technologies, Inc.
Attn: _____
12515-7 Research Boulevard, Suite 300
Austin, Texas 78759

- 31.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 31.1 and 31.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

31.3.1. 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.


31.3.2. 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.

FORT BEND COUNTY


Grady Prestage, Commissioner Precinct 2
Presiding Officer of Commissioners Court
on November 21, 2023


Date

ATTEST:

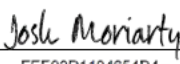

Laura Richard, County Clerk



REVIEWED:


Information Technology Department

AURIGO SOFTWARE TECHNOLOGIES, INC.

DocuSigned by:

Authorized Agent – Signature

Josh Moriarty

Authorized Agent- Printed Name

VP, Account Management

Title

10/26/2023 | 2:43 PM CST

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 2,726,260.25 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: Aurigo's Quote and Short Form Sales Agreement

E:\AGREEMENTS\2024 Agreements\IT\Aurigo Software Technologies (24-IT-100127)\Addendum to Agreement with Aurigo Software Technologies, Inc..docx aw

Exhibit A



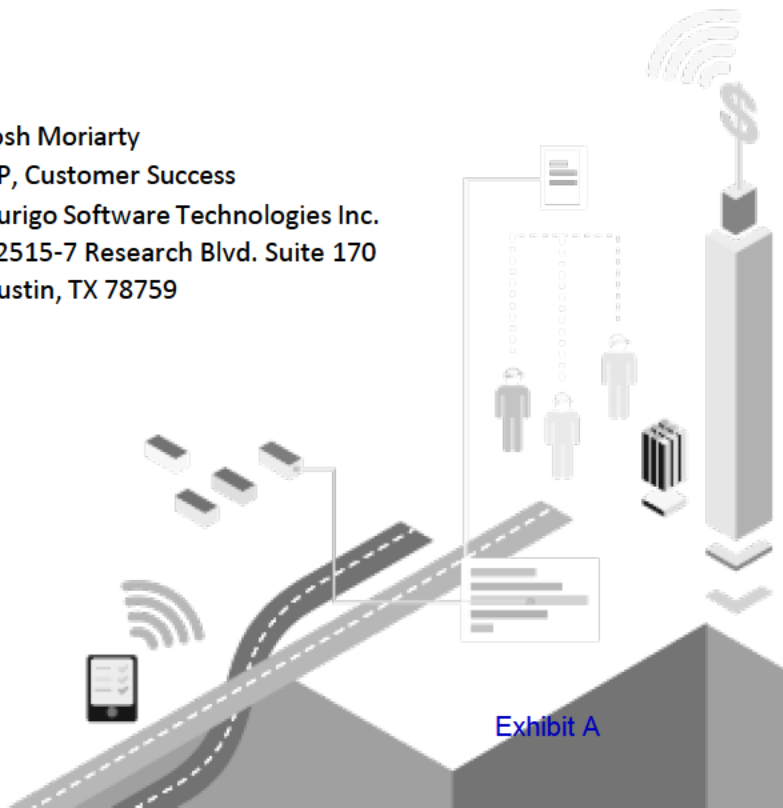
Fort Bend County
Masterworks Professional Cloud Suite
and Platinum Support Plan
Texas DIR Contract No.: DIR-CPO-5043



Jillian Peterson
Special Projects Coordinator
Fort Bend County Engineering
301 Jackson, 4th Floor, Richmond, TX 77469



Josh Moriarty
VP, Customer Success
Aurigo Software Technologies Inc.
12515-7 Research Blvd. Suite 170
Austin, TX 78759



FBC: Contract Extension



Page intentionally left blank

FBC: Contract Extension

Document Change Log			
Current Version: 1.0			
Revision History			
Version	Date	Description	Author
1.0	3/13/2023	Drafted proposal for FBC contract extension and Platinum Support Plan	James Engelke

Table of Contents

1	Introduction	5
1.1	Background	5
1.1	License Pricing	5
1.2	Platinum Support Plan	5
1.3	Pricing Summary	6
2	Service Level Agreement	7
2.1	Application Uptime Service Level	7
2.2	Claims against Application Uptime Service Level	7
2.3	Incident (application issue) definitions and support process for Platinum Support Plan	7
2.4	Exclusions	8
2.5	Definitions	9
3	Terms	9
4	Next Steps	9

FBC: Contract Extension

1 Introduction

1.1 Background

This pricing proposal is for five (5) years of Aurigo Masterworks Professional cloud suite as well the addition of an annual Platinum Support Plan for the term of the extension, utilizing Texas DIR Contract No. DIR-CPO-5043.

This proposal will provide FBC access to subscription, implementation, and support services for the Masterworks Professional version over the period of next five (5) years

1.1 License Pricing

Licenses (includes Hosting, Maintenance, and Silver Support costs)

Product License Description	List Price per license	DIR Discount	Discounted Price	Number of Licenses	Total Cost per Year
Cloud Platform	\$1,190.00	%5	\$1,130.50	201	\$227,230.50
Construction management	\$300.00	%5	\$285.00	201	\$57,285.00
Right of Way	\$449.00	%5	\$426.55	201	\$85,736.55
Combined Licensing	\$1,939.00	5%	\$1,842.05	201	\$370,252.05

1.2 Platinum Support Plan

The Aurigo Software Platinum Support Plan is our premium plan that provides your organization peace of mind while using Aurigo Service along with world-class technical support for all its configurations and integrations. The Platinum Support Plan provides extensive support on the base product functionality along with solution support. The plan ensures our customers are getting everything committed to in our Silver Support Plan plus so much more, such as 60 days of post product go-live warranty support.

Support Hours	8 AM - 6 PM CST (Monday through Friday, excluding US federal and state holidays)
Support Channel	Phone, Email, Web
Product Support - Included	Platform - Updates and Break-Fix Patches Purchased Products - Updates and Break-Fix Patches
Solution Support - Included	60 Days Post Production Go-Live
Solution Support - Post Warranty	1000 Concierge Hours (per year)
Concierge Desk	Included with: - Dedicated Support Number - Rapid prototyping service
Application Uptime	99.9% (excluding planned downtime)

Notes:

1. Discounted rate for each additional hour of Solution Support is \$ 175
2. Through concierge desk customers get access to Rapid Prototyping Service using available bundled hours. Customers are also provided dedicated support call-in number. Concierge desk is available with the Platinum support plan only.

FBC: Contract Extension

Concierge hours can be utilized for the following (but not limited to):

- Training and Documentation resources
- Organizational Change Management analysis
- Project management resources
- Platform Configurations, Upgrades, and Service Requests
- Discovery services

Additional Services included with Platinum Plan:

Ongoing meetings with Customer Success team to ensure system ROI and utilization

Ongoing meetings with Aurigo Product development team in addition to seat on Product Advisory Board
Higher SLA's

Concierge Hour Roll-over Plan

1.3 Pricing Summary

Year	Annual Licensing Cost
1	\$370,252.05
2	\$370,252.05
3	\$370,252.05
4	\$370,252.05
5	\$370,252.05
Total	\$1,851,260.25

Year	Platinum Support Plan Hours	Annual Cost
1	1000 Concierge Hours	\$175,000.00
2	1000 Concierge Hours	\$175,000.00
3	1000 Concierge Hours	\$175,000.00
4	1000 Concierge Hours	\$175,000.00
5	1000 Concierge Hours	\$175,000.00
Total	5000 Concierge Hours	\$875,000.00

Pricing Summary for Licensing and Platinum Support	
5 Years of Licensing	\$1,851,260.25
5 Years of Platinum Support	\$875,000.00
Total	\$2,726,260.25

2 Service Level Agreement

Aurigo provides this Service Level Agreement (SLA) subject to the terms and conditions below, which will be fixed for the duration Contract Term of the Service. If a new SLA is proposed, it must be agreed upon in writing between both Aurigo and Customer.

Aurigo will provide product support to the administrative users of the system. Administrative users can contact Aurigo for support during the support times define in the purchased Support Plan.

Customer end-users must contract Customer's helpdesk for general support. In case the Customer helpdesk is not able to resolve the issue, Customer's designated and authorized personnel can contact Aurigo support helpdesk to help resolve the issue as set forth below.

2.1 Application Uptime Service Level

1. The Service Level for Application Uptime is according to purchased Support Plan.
2. The Monthly Application Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	minus	Total number of minutes of Unplanned Downtime in a given calendar month
Total number of minutes in a given calendar month		

1. To monitor the Service and to ensure availability, Customer agrees to provide a read-only user account to access Customer's instance of the Service.

2.2 Claims against Application Uptime Service Level

1. Customer may stake a claim if the Application availability does not meet uptime service level guarantee. In order to make a claim against Application Uptime Service Level, Customer account should be active and in good standing.
2. Customer must submit a formal claim to billing support at support@aurigo.com.
3. Customer must provide all reasonable application downtime details related to the Claim.
4. Customer must provide sufficient evidence to support the Claim, by the end of the month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, Customer provides Notice on January 20th, Customer must provide sufficient evidence to support the Claim by February 28th).
5. Aurigo will use all information reasonably available to it to validate Claims and make a good faith judgment on application uptime Service Level.
6. Aurigo will use commercially reasonable efforts to process Claims within 45-days.

2.3 Incident (application issue) definitions and support process for Platinum Support Plan

Aurigo commits to responding to support requests in a timely manner. If the issue is because of a bug; a fix may take longer depending on the nature of the bug. The time to fix will be bug specific and an estimate will be provided to the customer. In such cases, Aurigo will provide a workaround

or advisory instructions (such as when the fix would be released in production), which will stop the SLA clock for that specific issue.

Severity Level	Name	Description	Time to Response	Time to Repair
1	Urgent	Service outage has halted normal functioning of business. Service is completely inaccessible to users or Service is unusable because of severe performance degradation.	30 Minutes	2 Hours
2	High	Major functionality in the Service is not working as designed and having a high impact on portions of the Customer's business and impacting majority of users. If a reasonable workaround is found for an "urgent" issue, it can be downgraded to "high" with Customer's consent.	2 Business Hours	2 Business Days
3	Normal	Partial, non-critical loss of use of the Service with a medium-to-low impact on business. However, business can continue to function. If a reasonable workaround is found for a "high" issue, it can be downgraded to "normal" with Customer's consent.	4 Business Hours	7 Business Days
4	Low	Minor inconveniences. Clarifications are also categorized as "low". If a reasonable workaround is found for a "normal" issue, it can be downgraded to "low" with Customer's consent.	4 Business Hours	30 Business Days

The service level time will be measured from the first communication to Aurigo via email or the support line during standard business hours.

To calculate "Time to Repair" accurately, the clock will pause if Aurigo is waiting for Customer approval, clarification, or confirmation for corrective change. This applies to all severity levels.

2.4 Exclusions

1. Unplanned Downtime does not include:

- a. The period of time when the Service is not available as a result of Planned Downtime or
- b. The following performance or availability issues that may affect the Service:
 - i. Due to factors outside Aurigo's reasonable control;
 - ii. That resulted from Customer's or third party's, or Customer's use of any third party, hardware, software or services (including Third Party Software or Third Party Services, as defined in this Agreement);
 - iii. That resulted from actions or inactions of Customer or third parties;
 - iv. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Aurigo's network by means of Customer's passwords or equipment.
 - v. That were caused by Customer's use of the Service after Aurigo advised Customer (through an email to a Customer representative) to modify its use of the Service, if Customer did not modify its use as advised;

2. SLAs are applicable to production systems only

3. Software defects - For issues that are not classified as Severity 1, that require a code fix, Aurigo will provide a committed time to fix the defect within the time to repair window. As long as Aurigo delivers the fix within committed time, Aurigo will be deemed compliant with time to repair service level.

4. Change requests, which would require a separate statement of work, including scope, list of

FBC: Contract Extension

deliverables and cost of deliverables.

5. Service requests for configuration change

2.5 Definitions:

1. **“Claim”** means a claim submitted by Customer to Aurigo that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.
2. **“Downtime”** means a period of time when Service is not functional and is not available to Customers for use.
3. **“Incident”** means an unplanned interruption or degradation in Service.
4. **“Monthly Uptime Percentage”** is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.
5. **“Planned Downtime”** means published maintenance windows or times when Aurigo notifies Customer of periods of scheduled Downtime for network, hardware, Service maintenance, or Service upgrades at least 5 days before the commencement of such Downtime. If an emergency Downtime is required (such as a fix to a zero-day vulnerability), Aurigo is authorized to give Customer notification that is less than twenty-four (24) hours before the required downtime. Except all Emergency Downtime, Customers approval is mandatory for Scheduled Downtime. For Emergency Downtime, Customer will be notified. Every month, a three hour maintenance (over weekend) is scheduled for security patching.
6. **“Service Level”** means the percentage of Service availability for a given month that Aurigo agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

3 Terms

- The prices quoted are exclusive of any applicable taxes.
- This proposal is valid for 30 days.

4 Next Steps

Aurigo requests FBC to review this proposal

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.

Aurigo Software Technologies Inc
 AUSTIN, TX United States

Certificate Number:
 2023-1097289

Date Filed:
 11/24/2023

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 TX

Date Acknowledged:
 12/04/2023

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.

24-IT-1000127
 RE: 24-IT-100127 â Aurigo Masterworks Professional Cloud Siute and Platinum Support Plan

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)