

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**ADDENDUM TO i3-IMAGE SOFT, LLC'S AGREEMENT
 (FY2024-FY2026 utilizing DIR-TSO 4392 and DIR-TSO-4378)**

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 i3-ImageSoft, LLC, ("ImageSoft"), 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 ImageSoft's Contract Agreement, Statement of Work, and Quote (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified maintenance services (the "Services"); and

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

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

WHEREAS, the Parties, desire to reach the most cost-effective agreement for providing these services; and

WHEREAS the Parties have determined that providing the services in three-year increments with a 5% cost increase per automatic renewal is the best way to ensure the cost effective provision of the services; and

WHEREAS, the parties wish to utilize DIR-TSO 4392 and DIR-TSO-4378, incorporated fully by reference, for the purchase of the Services; and

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

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The Parties agree that this Agreement was effective as of February 1, 2024 and shall terminate on January 31, 2027 unless sooner terminated in accordance with this Agreement. The Parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties.
3. **Scope of Services.** Subject to this Addendum, ImageSoft will render Services to County as described in Exhibit A.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of 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.

5. **Special Pricing Terms.** When a version of the application matures into the Extended Support program, a fee is added to all maintenance, on-premises subscription and hosted subscription invoices for that version. This Extended Support Fee (ESF) is calculated as an additional percentage* of your current software maintenance, on-premises subscription and hosted subscription.

The ESF, of 25% percent of software maintenance along with customers' current software maintenance, on-premises subscription and hosted subscription costs, will make up the total amount going forward. This phase can continue in perpetuity, with support provided as long as the invoice and the additional Extended Support Fee are paid as part of the annual renewal.

6. **Software Upgrades.** The Parties agree that County shall be required to make no more than one (1) software upgrade per calendar year for the purposes of the Special Pricing Terms in Section 5. The parties further agree that the ESF referenced in Section 5 shall only be applicable if the software is not upgraded to at least version 24.1. The Customer Care Team of ImageSoft will be responsible to email the Fort Bend County IT Department at itsystems@fortbendcountytexas.gov to notify of any required upgrades. Any software versions higher than 24.1 that the County is utilizing shall be notified within nine (9) to twelve (12) months of required upgrade.

Should the ESF be charged to the County, the maximum charge shall be as follows:

	OnBase	Customer Care	ESF	Subscription	TOTAL
2024	\$141,321.08	\$18,296.25	\$35,330.27	\$104,053.55	\$299,001.15
2025	\$148,387.13	\$19,211.06	\$37,096.78	\$108,966.05	\$313,661.02
2026	\$155,806.49	\$20,171.62	\$38,951.62	\$114,559.45	\$329,489.18

7. **Limit of Appropriation (FY2024).** ImageSoft 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 Hundred Ninety-Nine Thousand, One and 15/100 dollars (\$299,001.15), specifically allocated to fully discharge any and all liabilities County may incur. ImageSoft does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ImageSoft may become entitled to and the total maximum sum that County may become liable to pay to ImageSoft shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Ninety-Nine Thousand, One and 15/100

dollars (\$299,001.15). In no event will the amount paid by the County for services in fiscal year 2024, under this Agreement, exceed this Limit of Appropriation without the parties executing an amendment of the Statement of Work and this Agreement.

8. **Limit of Appropriation (FY2025).** ImageSoft 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 Three Hundred Thirteen Thousand, Six Hundred Sixty-One and 02/100 dollars (\$313,661.02), specifically allocated to fully discharge any and all liabilities County may incur. ImageSoft does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ImageSoft may become entitled to and the total maximum sum that County may become liable to pay to ImageSoft shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Thirteen Thousand, Six Hundred Sixty-One and 02/100 dollars (\$313,661.02). In no event will the amount paid by the County for services in fiscal year 2025, under this Agreement, exceed this Limit of Appropriation without the parties executing an amendment of the Statement of Work and this Agreement.
9. **Limit of Appropriation (FY2026).** ImageSoft 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 Three Hundred Twenty-Nine Thousand, Four Hundred Eighty-Nine and 18/100 dollars (\$329,489.18), specifically allocated to fully discharge any and all liabilities County may incur. ImageSoft does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ImageSoft may become entitled to and the total maximum sum that County may become liable to pay to ImageSoft shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Twenty-Nine Thousand, Four Hundred Eighty-Nine and 18/100 dollars (\$329,489.18). In no event will the amount paid by the County for services in fiscal year 2026, under this Agreement, exceed this Limit of Appropriation without the parties executing an amendment of the Statement of Work and this Agreement.
10. **Public Information Act.** ImageSoft 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 ImageSoft 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.
11. **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 ImageSoft for any reason are hereby deleted. ImageSoft 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 ImageSoft, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of ImageSoft or any of ImageSoft's agents, servants or employees.

12. **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 ImageSoft in any way associated with the Agreement.

13. **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, ImageSoft hereby verifies that ImageSoft 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, ImageSoft 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, ImageSoft 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, ImageSoft 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.

14. **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. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum and Exhibit A.
15. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, IMAGESOFT 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.
16. **Use of Customer Name.** ImageSoft may use County's name without County's prior written consent only in any of ImageSoft's customer lists, any other use must be approved in advance by County.
17. **Product Assurance.** ImageSoft 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 ImageSoft to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. ImageSoft 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 ImageSoft's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and ImageSoft's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
18. **Performance Warranty.** ImageSoft warrants to County that ImageSoft has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and ImageSoft 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.

ImageSoft 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.
19. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls to the extent of the conflict.
20. **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.

21. **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.
22. **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.
23. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
24. **Assignment and Delegation.**
 - 24.1. 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.
 - 24.2. Neither party may delegate any performance under this Agreement.
 - 24.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
 - 24.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
25. **Successors and Assigns.** County and ImageSoft 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.
26. **Personnel.** ImageSoft 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 ImageSoft 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 ImageSoft shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of ImageSoft or agent of ImageSoft 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, ImageSoft shall comply with, and ensure that all ImageSoft Personnel comply with, all rules, regulations and policies of County that are

communicated to ImageSoft 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.

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

ImageSoft agrees to hold Confidential Information in strict confidence, using at least the same degree of care that ImageSoft 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. ImageSoft 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, ImageSoft shall advise County immediately in the event ImageSoft 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 ImageSoft will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or ImageSoft against any such person. ImageSoft agrees that, except as directed by County, ImageSoft 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, ImageSoft will promptly turn over to County all documents, papers, and other matter in ImageSoft's possession which embody Confidential Information.

ImageSoft 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. ImageSoft 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.

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

29. Termination.

- 29.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
- 29.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a). If ImageSoft fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If ImageSoft 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.
- 29.3. If, after termination, it is determined for any reason whatsoever that ImageSoft 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.
- 29.4. Upon termination of this Agreement, County shall compensate ImageSoft in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. ImageSoft's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.
- 29.5. 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 ImageSoft.
- 29.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

- 29.7. Upon termination of this Agreement for any reason, if ImageSoft has any property in its possession belonging to County, ImageSoft will account for the same, and dispose of it in the manner the County directs.
30. **Independent Contractor.** In the performance of work or services hereunder, ImageSoft 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 ImageSoft or, where permitted, of its subcontractors. ImageSoft 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.
31. **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.
32. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
33. **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.
34. **Dispute Resolution.**
- 34.1. 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.
- 34.2. 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.
- 34.3. Each party shall be responsible for its own costs associated with the mediation.
- 34.4. 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.

34.5. ImageSoft 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.

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

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

36. **Remote Access.** If ImageSoft requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before ImageSoft is granted remote access to County Systems:

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

37. Notices.

- 37.1. 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).
- 37.2. 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: i3-ImageSoft, LLC.
Attn: Crystal Bell
403 S. Main Street
Royal Oak, Michigan 48067

37.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 32.1 and 32.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

37.3.1. 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.

37.3.2. 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.

{Remainder of Page Intentionally Left Blank}

{Execution Page to Follow}

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

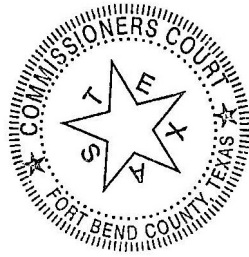
FORT BEND COUNTY

KP George
KP George, County Judge

5.14.24
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



I3-IMAGESOFT, LLC.

Crystal Bell
Authorized Agent – Signature

Crystal Bell
Authorized Agent- Printed Name

President, Enterprise Solutions
Title

05/04/2024
Date

REVIEWED:

Robyn Doughtie
Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 942,151.35 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A: ImageSoft's Contract Agreement, Statement of Work, and Quote

Exhibit A



CONTRACT AMENDMENT

This contract amendment is made and entered into by and between i3-ImageSoft, LLC, a Delaware Limited Liability Corporation with its principal offices at 403 S. Main St., Royal Oak, MI 48067 ("i3-ImageSoft"), and Fort Bend County, TX with its principal offices at 500 Liberty St., Richmond, TX 77469 ("Customer"), i3-ImageSoft and Customer each individually referred to as a "Party" or collectively as the "Parties":
DIR-TSO-4392 and DIR-TSO-4378

RECITALS:

WHEREAS,

1. Customer has previously purchased perpetually licensed OnBase software, as listed in *Exhibit A*, from i3-ImageSoft which is covered by an End User License Agreement ("EULA"); and
2. Perpetual OnBase and i3-ImageSoft software has software maintenance and support fees that have been renewed annually.

NOW, THEREFORE, the parties mutually agree to the following change(s) to the licensing of software purchased under the License Agreement:

1. The parties now wish to amend the existing agreements such that the software maintenance for the next three (3) years is provided at a pre-determined rate, as shown in the table below:

Renewal Term	OnBase	i3-ImageSoft Customer Care
Year 1 – January 1, 2024 – December 31, 2024	\$141,321.08	\$18,296.25
Year 2 – January 1, 2025 – December 31, 2025	\$148,387.13	\$19,211.06
Year 3 – January 1, 2026 – December 31, 2026	\$155,806.49	\$20,171.62

2. All other terms in the EULA and other related agreements shall remain in effect; and
3. Renewal billing will continue to be delivered prior the end of the current term.
4. The pricing above does not include, new software purchases (subscription or perpetual), late payment fees, or Extended Service Fees ("ESF") that may apply if Customer's system is not on a supported version of OnBase.

IN WITNESS WHEREOF, the parties have executed this contract amendment by their duly authorized representatives:

Fort Bend County, TX

i3-ImageSoft, LLC.

By: _____

By: _____

Print Name: _____

Print Name: Crystal Bell

Title: _____

Title: President, Enterprise Solutions

Date: _____

Date: _____

Exhibit A

OnBase Product List

Product Code	Product	Quantity
EACMPI1	External Access Client (Maintenance)	1
EACEMPIE	Enterprise External Access Client Maintenance	1
EACMPI1	External Access Client (Maintenance)	1
P5MPW1-5010	EDI 835 EOB Processor (HIPAA 5010) Maintenance	1
P7MPW1-5010	EDI 837 Processor (HIPAA 5010) Maintenance	1
OPRMPI1	Plan Review (Maintenance)	1
OPRMPC1	Plan Review Concurrent Client (Maintenance)	2
OPRMPI1	Plan Review Named User Client (Maintenance)	8
IAMPW1	Advanced Capture Maintenance	1
ARMPW1	Automated Redaction Maintenance	1
CLMPW1	COLD/ERM Maintenance	1
CTMPC	Concurrent Client Maintenance	100
CFMPI1	Context Search Framework Maintenance	1
WTMPI1-AS	Conversion From Microsoft Office To Image Framework (Aspose) Maintenance	1
ADMPI1	Document Composition Maintenance	1
DPMPW1	Document Import Processor Maintenance	1
DKTMPI1	Document Knowledge Transfer & Compliance (Maintenance)	1
AEMPI2	Enterprise Application Enabler Maintenance	1
DKTMPI2	Enterprise Web Access for Document Knowledge Transfer & Compliance (Maintenance)	1
FTSMP11	Full-Text Search (Maintenance)	1
OUTMPI1	Integration for Microsoft Outlook Maintenance	1
ICAPMPI	Intelligent Capture for AP (Maintenance)	1
OMMPI1-ANDPH	Mobile Access for Android Maintenance	1
OMMPW1-IPAD	Mobile Access for iPad Maintenance	1
OMMPI1-IPHN	Mobile Access for iPhone Maintenance	1
OMMPI1-WINDO	Mobile Access for Windows (Maintenance)	1
OBMPW1	Multi-User Server Maintenance	1
CTMPN	Named User Client (Maintenance)	5
CTMPN	Named User Client (Maintenance)	40
OBAMPI2	Office Business Application Maintenance	1
PDFMPI1	PDF Framework Maintenance	1
DIMPW1	Production Document Imaging (Kofax or Twain) (1) Maintenance	1
DIMPW2	Production Document Imaging (Kofax or Twain) (2+) Maintenance	10
APMPQ4	Query API (Additional block of 500 queries/hour) (OnBase Unity/Core) Maintenance	1



APMPQ3	Query API (Initial 500 queries/hour) (OnBase Unity/Core) Maintenance	1
RIMPI1	Records Management Maintenance	1
RHMPI1	Reporting Dashboards (Maintenance)	1
PWMPI1	Signature Pad Interface (TWAIN) Maintenance	1
UNMPI1	Unity Client Server Maintenance	1
UFMPI1	Unity Forms Maintenance	1
UIMPI1	Unity Integration Toolkit Maintenance	1
PTMPC1	Virtual Print Driver Maintenance	1
WTMPW1	Web Server Maintenance	1
WLMPC	Workflow Concurrent Client SL (Maintenance)	5
WLMPC	Workflow Concurrent Client SL (Maintenance)	20
WLMPC	Workflow Concurrent Client SL (Maintenance)	25
VLMP	WorkView Concurrent Client SL (Maintenance)	10
VLMP	WorkView Concurrent Client SL (Maintenance)	20
VLMP	WorkView Concurrent Client SL (Maintenance)	20



Statement of Work

Statement of Work No.	23732
Revision No.	0
Customer Name:	Fort Bend County, TX
Project Name:	Extended Service Fee
i3-ImageSoft Contact:	Toni Smith
Submitted Date:	3/7/2024

This Statement of Work (“SOW”) is made and entered into by and between i3-ImageSoft, LLC., a Delaware Limited Liability Corporation with its principal offices at 403 S. Main St., Royal Oak, MI 48067 (“i3-ImageSoft”), and Fort Bend County, TX with its principal offices at 500 Liberty St., Richmond, TX 77469 (“Customer”):

This SOW is to be attached to and is hereby made a part of the Master Agreement (“Master”) entered into by and between Customer and i3-ImageSoft dated 3/24/2020 and amended on 2/1/2022.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (“SMA”) entered into by and between Customer and i3-ImageSoft dated 3/24/2020.

To the extent that any terms and conditions contained in the related Master or SMA are in conflict with, or in addition to the terms and conditions of this SOW, the terms and conditions of this SOW shall control.

Introduction

Customer is currently on version 20.3.23 of OnBase, which is no longer supported through standard Hyland OnBase support. As such, Hyland has charged an OnBase Extended Service Fee (“ESF”) of \$35,330.27 for 2024, which is due on 1/1/2024. Hyland has agreed to waive this fee if Customer completes the upgrade of their OnBase system to a supported version on or before 9/15/2024. If the upgrade is not completed by this date, payment of the ESF will be due for immediate payment to i3-ImageSoft by Customer.



Pricing

The table below provides estimated pricing for ESF only.

Software				
	Product	Unit Cost	# Units	Cost
Recurring Software and Support				
OnBase Extended Support Fee	OB-EXSUP1-R	\$35,330.27	1	\$35,330.27
Software and Support Subtotal				\$ 35,330.27
Total				
Grand Total				\$35,330.27
<i>Pricing valid for 30 days</i>				

Payment Schedule

All payments will be due on a Net-30 day basis.

Approval

Signature is required to accept this SOW. By signing below each party agrees to the proposed project scope and authorizes work to begin.

<i>Agreed to:</i> Fort Bend County, TX 500 Liberty St., Richmond, TX 77469	<i>Agreed to:</i> i3-ImageSoft, LLC. 403 S. Main St., Royal Oak, MI 48067
By: _____ Authorized Signature	By: _____ Authorized Signature
Date: _____	Date: _____
Name (Type or Print): _____	Name (Type or Print): _____
Title (Type or Print): _____	Title (Type or Print): _____
Project Name: Extended Service Fee	

<i>Internal Use:</i> Opportunity #: _____	23732
Sales Order #: _____	
Doc Control #: _____	202301017



Quote

Customer Name:	Fort Bend County, TX
Project Name:	Subscription
i3-ImageSoft Contact:	Toni Smith
Submitted Date:	3/4/2024

Introduction

This Quote is prepared for the 2024-2026 subscription term of the following: OnBase add-on licenses, TrueSign and Safe Encounter.

There are no professional services, perpetual licenses or Customer Care included in this Quote. Should licenses be added during the term year they will be prorated and are not included in the estimates below.

Pricing

The table below provides estimated pricing for software subscriptions only.

Software Subscriptions		
Term	Annual Subscription	Annual Cost
2/1/2024 – 1/31/2025	OnBase add-on licenses*	\$5,803.55
1/1/2024 – 12/31/2024	TrueSign	\$82,500.00
1/1/2024 – 12/31/2024	Safe Encounter	\$15,750.00
2024 Software Subscription Subtotal		\$104,053.55
2/1/2025 – 1/31/2026	OnBase add-on licenses*	\$5,803.55
1/1/2025 – 12/31/2025	TrueSign	\$86,625.00
1/1/2025 – 12/31/2025	Safe Encounter	\$16,537.50
2025 Software Subscription Subtotal		\$108,966.05
2/1/2026 – 1/31/2027	OnBase add-on licenses*	\$6,238.82
1/1/2026 – 12/31/2026	TrueSign	\$90,956.25
1/1/2026 – 12/31/2026	Safe Encounter	\$17,364.38
2026 Software Subscription Subtotal		\$114,559.45

*Current OnBase subscription includes five (5) Production Document Imaging (Kofax or Twain) (2+) licenses only.