STATE OF TEXAS §

§

COUNTY OF FORT BEND §

ADDENDUM TO DYNATOUCH CORPORATION'S AGREEMENT
Pursuant to GSA Contract #GS-35F-306CA

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

WHEREAS, subject to the changes herein, the parties have executed and accepted DynaTouch's Quote and Statement of Work (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified Bill Pay Kiosks, configuration and customization services, implementation and deployment services, and shipping services (collectively the "Services"); and

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

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

WHEREAS, the parties wish to utilize GSA Contract #GS-35F-306CA, which is incorporated fully by reference, for the purchase of the Services; and

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

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

<u>AGREEMENT</u>

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Term**. The term of the Agreement is effective when County receives delivery of the Kiosks, specified in Exhibit A, and shall expire no later than one (1) year thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.

3. **Scope of Services.** Subject to this Addendum, DynaTouch will render Services to County as described in Exhibit A; and in accordance with the requirements and specifications of GSA Contract #GS-35F-306CA. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by DynaTouch including any changes in the Scope of Services and revision of work

satisfactorily performed will be performed only when approved in advance and authorized by County.

4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. DynaTouch may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytx.gov. 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. Mutually approved travel and mileage expenses incurred in the performance of required Services will be reimbursed to DynaTouch only in accordance with the County's Travel Policy, a copy of which will be provided upon request.

5. **Limit of Appropriation.** DynaTouch clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Sixty-Four Thousand, Eight Hundred One dollars and 00/100 ($64,801.00), specifically allocated to fully discharge any and all liabilities County may incur. DynaTouch does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that DynaTouch may become entitled to and the total maximum sum that County may become liable to pay to DynaTouch shall not under any conditions, circumstances, or interpretations thereof exceed Sixty-Four Thousand, Eight Hundred One dollars and 00/100 ($64,801.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

6. **Public Information Act and Open Meetings Act.** DynaTouch 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 DynaTouch 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.

DynaTouch 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 DynaTouch for any reason are hereby deleted. DynaTouch 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 DynaTouch, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of DynaTouch or any of DynaTouch's agents, servants or employees.

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 DynaTouch 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, DynaTouch hereby verifies that DynaTouch 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, DynaTouch 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, DynaTouch 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, DynaTouch 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, DYNATOUCH 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**. DynaTouch may use County's name without County's prior written consent only in any of DynaTouch's customer lists, any other use must be approved in advance by County.

13. **Performance Warranty.** Warranties are as set forth in the Terms and Conditions appended hereto as part of Exhibit "A".

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of GSA Contract #GS-35F-306CA, then the terms and conditions of GSA Contract #GS-35F-306CA controls to the extent of the conflict. The terms and conditions including in the Quote appended hereto as Exhibit "A" are incorporated herein by reference, with the understanding that, in the event of any conflict between those terms and those set forth herein, the terms and conditions herein shall apply.

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. **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.

17. **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.

18. **County Data**. Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

19. **Personnel**. DynaTouch 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 DynaTouch 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 DynaTouch shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of DynaTouch or agent of DynaTouch who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

    When performing Services on–site at the County, DynaTouch shall comply with, and ensure that all DynaTouch Personnel comply with, all rules, regulations and policies of County that are communicated to DynaTouch 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.

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

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

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

DynaTouch 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. DynaTouch 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.

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

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

23. **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.

24. **Insurance**.
    A. Prior to commencement of the Services, DynaTouch shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, without endeavoring to provide 30 days' prior written notice to County. DynaTouch shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, for any such insurance expiring prior to completion of Services. DynaTouch 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). The Worker's Compensation, Auto Liability and Commercial General Liability policies written on behalf of DynaTouch 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, DynaTouch 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. DynaTouch 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 endeavoring to provide 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 DynaTouch.

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

(A). DynaTouch 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). DynaTouch will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. DynaTouch will not access County Systems via unauthorized methods.

(C). DynaTouch'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 DynaTouch to provide Services to County pursuant to this Agreement.

(E). DynaTouch will allow only its Workforce approved in advance by County to access County Systems. DynaTouch will promptly notify County whenever an individual member of DynaTouch's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. DynaTouch will keep a log of access when its Workforce remotely accesses County Systems. DynaTouch 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 DynaTouch's Workforce is provided with remote access to County Systems, then DynaTouch'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 DynaTouch to comply with this Section may result in DynaTouch and/or DynaTouch'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 DynaTouch, is under the direct control of DynaTouch, whether or not they are paid by DynaTouch and who have direct or incidental access to County Systems.

(I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

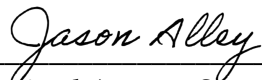(Remainder of Page Intentionally Left Blank)

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

FORT BEND COUNTY

_____
Grady Prestage, Commissioner, Precinct 2
Presiding Officer, Commissioners Court, September 10, 2024

  September 10, 2024
Date

ATTEST:

_____
Laura Richard, County Clerk

REVIEWED:

_____
Information Technology Department

DYNATOUCH CORPORATION

_____
Authorized Agent – Signature
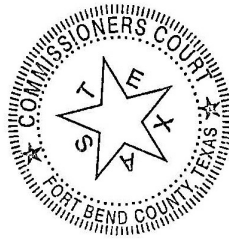
Jason Alley
_____
Authorized Agent- Printed Name

VP - Sales and Marketing
_____
Title

8/23/2024
_____
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of $ 64,801.00_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

_____
Robert Ed Sturdivant, County Auditor

Exhibit A: DynaTouch's Quote and Statement of Work

I:\AGREEMENTS\2024 Agreements\IT\Dynatouch Corporation (24-IT-100915)\V.3\Addendum to Agreement with DynaTouch Corporation.docx
aw

ADDENDUM TO DYNATOUCH CORPORATION'S AGREEMENT
Contract #24-IT-100915
10

Exhibit A

HUG (Harris Utility Group) BillPay Kiosks
Floor Standing, Full Service (Credit Card & Check)

Prepared For:

Keisha Smith

Keisha.Smith@fortbendcountytx.gov

Quote Date: 08/16/24

Quote No: GSA Sch70

Prepared By:

Jim Morris | jim.morris@dynatouch.com | o. (210) 828-8343 | c. (512) 771-8951

Proprietary Notice:

This document includes information that shall not be disclosed outside the relationship between DynaTouch Corporation and the person, agency, or organization (the "Client") to which this document has been issued. This document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information contained within.

Variables

	Qty		
Total #Kiosks	**2**	*Payment Processor:*	Grant Street
Total #Sites	**2**	*CIS:*	ACT

- Mag stripe card reader?   Yes
- Check scanner?   Yes
- Cash acceptance kit?   No
- Cradlepoint Cellular Router device (Cellular data plan not included)?   No

Software Options

Include HUG Credit Card Payment Module?   Yes
Include HUG Check Payment Module?   Yes
Include HUG Cash Payment Module?   Yes
Include HUG Administration Portal?   Yes

Service & Support Options

Include On-Site Hardware Installation?   Yes
Include Telephone Support for Hdwr Installation by Others?   No
Include On-Site Training?   Yes
Include additonal Webinar Training?   Yes
Include On-Site Hardware Maintenance?   Yes

Pricing Options

Kiosk Purchase w/ Annual Support

Item Description	Qty	Unit Price	Extended
HUG Bill Pay Kiosk Hdwr, Sftw & Support Package	2	21,867.50	43,735.00
Configuration & Customization Services	2	6,587.50	13,175.00
Implementation & Deployment Services	2	2,945.50	5,891.00
Shipping	2	1,000.00	2,000.00
Total For Base Period (Including Year 1 Maintenance/Support)			**$ 64,801.00**
1st Renewal / Year 2 Maintenance/Support			$ 13,268.00
2nd Renewal / Year 3 Maintenance/Support			$ 14,196.00

3rd Renewal / Year 4 Maintenance/Support			$ 15,189.72

4th Renewal / Year 5 Maintenance/Support			$ 16,253.00

Quote Expires August 30th, 2024

Shipping: FOB Origin.

GSA Schedule: GS-35F-306CA (Exp. 05/2020) | Payment Terms: 1%/10 Net 30
CAGE: ORU33 | DUNS: 05-852-5239 | CEC: 05-953-533-G | TAX ID: 74-2193178

DynaTouch is a fully-owned subsidiary of Harris Computer Corporation

Bill of Materials
HUG Bill Pay Kiosk

Description	Qty	Unit	Notes
HUG Bill Pay Kiosk Hdwr, Sftw & Support Package			
Hardware (Floor Standing Kiosk w/ 22" Touchscreen)	2	Each	
Enclosure			
- Metal kiosk enclosure w/ durable, scratch resistant powdercoat finish			
- LED light box for graphics			
- Standard powdercoat color (6 color choices)			
- 1 accent color (6 color choices)			
- Amplified dual-speaker sound system			
- External audio headset connector			
- Hinged access door for servicing components			
- Lock and key entry			
- Topple resistant base plate			
- All data and power cables, surge suppressors, vents, fans			
Components / Peripherals			
- 21.5" LCD touchscreen monitor, USB interface			
- Small form factor PC w/ high-speed Intel processor and Windows 10 Pro (64 bit)			
- Bar code scanner (to scan bill stubs)			
- 80mm thermal receipt printer			
- Video camera (web cam)			
- 802.11 wireless connectivity			

Packing/Shipping/Handling			
- Packaging (for Continental U.S. delivery)			
- SHIPPING NOT INCLUDED. Client Supplied Carrier.			
Overall Dimensions			
65"H x 25.5"W x 22"D			
<u>Hardware Options</u>			
- Mag stripe card reader	2	Each	Included
- Check scanner	2	Each	Included
- Cash acceptance kit	0	Each	Not Included
1200 note bill validator			
High security lock w/ 2 keys			
Secure locking box for cash handling			
- Additional locking box for cash handling	0	Each	Not Included
- Kaba Mas Lock Upgrade (for Armoured Car access)	0	Each	Not Included
- Cradlepoint Cellular Router device (Cellular data plan not included)	0	Each	Not Included
Software Subscriptions (Software as a Service)			
<u>Payment Software</u>			
HUG Credit Card Payment Module	2	Each	Included, Optional
HUG Check Payment Module	2	Each	Included, Optional
HUG Cash Payment Module	2	Each	Included, Optional
HUG Administration Portal	2	Each	Included
<u>Kiosk Management Software</u>			
TIPS Pro Plus	2	Each	
TIPS Remote Monitoring Module	2	Each	
Support Services			
Live Help Desk Support (Mon-Fri, 7am-7pm)	2	Each	
Component Repair/Replacement	2	Each	
On-Site Maintenance Support (CONUS)	2	Each	Included, Optional
Proactive Remote Monitoring Services	2	Each	Included, Optional
Cellular Data Service	0	Each	Not Included

Configuration & Customization Services			
GUI Configuration & CIS Integration	1	Lot	Included
Includes an allowance for services to configure the HUG Bill Pay Kiosk for Client's payment flow process, as well tailor the solution to the specific CIS and Payment Processing providers. Should the system design and configuration requirements identified during the Requirements Definition effort exceed this allowance, additional charges may apply. A firm estimate will be provided in			
Project Kickoff & Preliminary Design Discussions	1	Each	
Solution Design & Implementation Planning	1	Each	
Customized Skin (logo only)	1	Set(s)	
Customized Attract Loop Graphics (logo and color)	1	Set(s)	
Payment Processor Integration	0	Each	*Grant Street*
CIS Integration	1	Each	*ACT*
Merchant Services Integration	0	Each	
End-User Testing & Support	1	Each	

Custom Content Options			
Customized Skin (logo and 1 accent color)	1	Set(s)	
Custom Attract Loop Graphics / Digital Signage	0	Each	
Other (please specify)	0	Each	
Kiosk Powdercoat & Signage Customization			
Alternate Powdercoat Color	0	Set(s)	Not Included
Non-Standard/Custom Powdercoat Color	0	Set(s)	Not Included
Services to Tailor Kiosk Signage Artwork Templates (logo)	1	Set(s)	Included, Optional
Services to Create Custom Kiosk Signage Artwork	0	Set(s)	Not Included
Implementation & Deployment Services			
Pre-Shipment Services			
Hardware/Software/Content Integration & Testing (Standard Kiosk)	2	Each	
Cellular Data Setup Services	0	Each	Not Included
Site Coordination by Project Manager	2	Site(s)	
Post-Shipment Services			
On-Site Hardware Setup & Installation (Standard Kiosk, CONUS)	2	Each	Included, Optional
Return Trip Charge if Site Not Ready (CONUS)	0	Each	Not Included
Telephone Support for On-Site Setup/Installation by Others	0	Each	Not Included
On-Site Training by DynaTouch Professional (CONUS)	1	Each	Included, Optional
- Add'l Sessions within 50-mile Radius (CONUS)	1	Each	
- Add'l Sessions within 150-mile Radius (CONUS)	0	Each	
Webinar Training by DynaTouch Professional	2	Each	
Post-Installation Professional Services	0	Hours	Not Included

Renewal / Option Years

Description	Qty	Unit	
Maintenance, Subscriptions & Ongoing Support Services			
Software Subscriptions (Software as a Service)			
<u>Payment Software</u>			
HUG Credit Card Payment Module	2	Each	Included, Optional
HUG Check Payment Module	2	Each	Included, Optional
HUG Cash Payment Module	2	Each	Included, Optional
HUG Administration Portal	2	Each	Included
<u>Kiosk Management Software</u>			
TIPS Pro Plus	2	Each	
Support Services			
Live Help Desk Support (Mon-Fri, 7am-7pm)	2	Each	
Component Repair/Replacement	2	Each	
On-Site Maintenance Support (CONUS)	2	Each	Included, Optional

DynaTouch Statement of Work

Description

This Statement of Work (the "SOW") is entered into and agreed upon effective as of
___8/23/24___ by and between DynaTouch and Fort Bend County Tax Assessor-Collector Office
This SOW expressly incorporates by reference the entirety of certain Terms and Conditions
(the "Agreement") between the parties named herein and appended hereto as Exhibit "A" and
specifies the Professional Services to be provided by DynaTouch.

DynaTouch has priced the Professional Services based on responses from the Customer's
staff. These services are identified, priced, and included in the SOW. As the subscription setup
proceeds, changes to the Professional Services not contemplated in this SOW or in the
Agreement may require Change Orders to be agreed to and signed by both parties pursuant to
the Agreement.

Terms not defined in this SOW are defined in the Agreement.

SOW Summary

The SOW encompasses the following parameters:

Hardware	Indoor BillPay Kiosk
Kiosk Configuration	BillPay Kiosk Software + Grant Street / ACT
Project Duration (start date TBD)	12-16 weeks (from when Grants Street & ACT API's are ready)
Implementation Approach	Onsite Installation Single software build/configuration
Interfaces/API	Connection to Grant Street & ACT
Go-Live Approach	Remote Support

Installation and Training

Installation Services

- **Pre-Installation:**
  - Kick-Off Meeting ○ Collect prerequisites:
    - ✦ Kiosks enclosure paint color choice
    - ✦ Art/Graphic files, i.e. Logo
    - ✦ Delivery planning & Shipping instructions
    - ✦ Payment Processor and CIS information
    - ✦ Sample bills (Barcode validation)

- ✦ Network & Connectivity ○ Site preparation
- ✦ Conduct a site survey at each designated location to verify suitability for kiosk installation (power & network availability, space requirements, ADA compliance).
- ✦ Coordinate with Customer to obtain necessary permits and approvals for kiosk installation.
- ✦ Provide detailed technical specifications for kiosk power and data connectivity. ○ Hardware
- ✦ Kiosk fabrication and components integration testing
- ✦ Communicate anticipated kiosk(s) shipping date(s) ○ Software
- ✦ Work with the Customer, payment processor, and Tax Software Provider provider on completing the API integration.
- ✦ Preliminary API testing

- • **Kiosk Delivery and Installation:**
  - ○ Deliver and deploy the contracted number of Billpay Kiosks at designated locations.
    - ✦ Ensure kiosks are properly mounted and secured according to manufacturer's specifications and local building codes.
    - ✦ Help install all necessary cabling for power and data connectivity.
  - ○ Configure kiosks with the Customer's secure payment processing system. ○ Test all kiosk functionalities (account lookup, payment processing, receipt printing, user interface) to ensure proper operation.

Training Services

DynaTouch's BillPay Kiosk software affords fast, reliable collection, whether payments are made with cash, debit, credit, or check. This simplifies the accounting process and decreases liability and shrinkage. Users are notified of any applicable convenience fees and have the option to cancel/exit the session at any time. A receipt option via text, email, or print is provided upon completion of the transaction.

As part of the standard implementation methodology, BillPay Kiosk software and kiosk product training is provided to the members of the core Customer team. This knowledge-transfer process enables the Customer Project Team to make highly informed, effective decisions early in the project lifecycle. Training consists of kiosk operation (hardware and software), admin portal, reporting, and troubleshooting procedures.

Class Name	DynaTouch Resource	# of Customer Attendees	Customer Attendees	Duration	Location
Onsite Training	DynaTouch technician	Up to 5	Customer representatives	As needed while onsite	TBD
Webinar training (user, IT)	Project Manager	Up to 20	Customer representatives	2 hours	Remote

User Manual will be provided electronically to all attendees.

Training and/or Go Live support requested of DynaTouch in excess of these hours will be billed to Customer at DynaTouch Standard Rates.

Project Schedule (Dates TBD based on contract)

Responsible Party: Dynatouch = DT   Customer = C

Task	Prerequisite	Build	Staging	Site Prep	Ship/Delivery	Install/Train
Color choice, Logo Site	C					
Survey (outdoor only)	C					
Identify Processor/CIS	C					
Kiosk spec sheet	DT					
Hardware build		DT				
Graphics design		DT				
VPN Access to CIS			C			
BPK questionnaire			C			
Kiosk Application setup/testing			DT			
Account lookup testing			DT			
Power/Internet to Location				C		
Shipping Info. provided					C	
Deliver and Tracking info. provided					DT	
Schedule onsite installation					Both	
Inspect and report damage (48hr form del.)					C	
Kiosk Installation						DT
Test Cases Completion						Both
Test Cases sign-off						DT
Onsite Training						DT
Distribute User Manuals						

Schedule Go-Live) Go-Live (rolling for large installations						DT
						Both
						Both

Project Completion

- Complete a final walkthrough after each installation with the Customer to verify successful kiosk installation and functionality.
- Kiosks pass all functionality tests (payment processing, receipt printing, user interface).
- Customer staff are trained on kiosk operation and troubleshooting procedures.
- Provide all necessary as-built drawings and documentation for future reference.
- Remove all packing materials and construction debris from the installation sites.

Technical Support Services

The Customer is responsible for meeting DynaTouch's minimum requirements for hardware, networking, and connection to the DynaTouch applications as outlined in the Technical Requirements.

Technical Support

The Subscription Service will be hosted on DynaTouch's servers at its collocation facility. DynaTouch will maintain the software application modules and incorporate any software updates, bug fixes, and patches as released. DynaTouch will incorporate bug fixes and enhancements as they are created, in lieu of waiting for an annual or semi-annual release cycle. DynaTouch will notify the Customer of important updates before they are installed.

Technical Requirements (Indoor Kiosks)

Every system DynaTouch supplies consists of proven, highly reliable components utilized on some of the largest, most successful kiosk projects in the world, with the functionality needed to assure long-term success. Site requirements for Indoor Kiosks are as follows:

- Indoor environment; 45°F to 95°F operating range; 20% to 80% relative humidity
- 110 VAC, 50/60 Hz, 10 amp (max) power outlet within 3' of Kiosk location

- Internet connectivity
    - wired: RJ45 connector within 3' of Kiosk location
    - Cellular: Service provided by Customer
- Ample visibility, user traffic, and easy access
- Nearby oversight by location staff, if practical

Technical Requirements (Outdoor Kiosks)

Every system DynaTouch supplies consists of proven, highly reliable components utilized on some of the largest, most successful kiosk projects in the world, with the functionality needed to assure long-term success. Site requirements for Outdoor Kiosks are as follows:

Site Prep Requirements

When a site is selected, DynaTouch will confirm the required installation and site prep requirements. A site survey will be conducted to:

- Assess locations for the number of kiosks to install
- Provide customer with a comprehensive summary of each location
- Determine access points for kiosk delivery
- Determine the necessary site prep required of customer to complete an install

Site Installation Requirements

- Kiosk must be located:
    - Under a canopy or structural equivalent
    - Under or in front/above a strong light source
    - Such that no obstruction prevents door opening
- Minimum Clearance required:
    - In front: 26 in.
    - On sides: 24 in.
    - Rear: 26 in.
- Kiosk operating temperature range: 35°F to 110°F with zero heat gain*
- 120V / 20A GFI isolated power source per kiosk (certified electrician must complete the wiring of power to the unit)
- Dedicated network connection with an RJ-45 jack; Static IP address may be required (please consult your sales professional)
- Security cameras recommended
- Kiosk must be mounted to a concrete pad (min. 4" thick)

*Completely covered and not exposed to direct sunlight on any portion of the unit at any time of the day

Interfaces

Interfaces included as part of this SOW are:

Tax Software Interface (If required)

Connection to ACT Software (If required)

As part of the SOW, DynaTouch will build and test a software integration between Grant Street & ACT Software (If required) and the BillPay Kiosk application to look up Customer account information and display bill data based on returned data from their secure web services. Timelines for the project will depend upon initial meetings with the Grant Street & ACT Teams.

- o **Identify Integration Components**: DynaTouch will work with an appointed ACT representative to determine the appropriate software modules and web services to be integrated.
- o **Prepare Documentation for Approval**: DynaTouch will build visual documentation for Customer approval and agreement.
- o **Prepare a Test Plan**: Outline the scope, objectives, and schedule of the integration testing process.
- o **Design Test Cases and Scenarios**: Create detailed test cases and scenarios that cover all possible interactions between the ACT web service and the BillPay Kiosk application.
- o **Set Up a Test Environment**: Prepare a test environment where the integration testing will take place.
- o **Execute Test Cases and Record Results:** Run the test cases and monitor the behavior of the software integration to verify desired results.
- o **Analyze and Debug**: Investigate any issues uncovered during testing and make necessary adjustments to the code.
- o **Documentation**: Create or update all relevant documentation with the details of the integration testing and its results.

Payment Gateway interfaces

• Option 1: Connection to Grant Street

DynaTouch will create a BillPay Kiosk integration with Grant Street to make payments, record success or failure of Check & Credit payment and update CIS with successful transaction data.

- o **Set Up a Test Environment**: DynaTouch will set up a test environment with Grant Street where testing will take place.

- o **Use Existing Test Cases and Scenarios**: DynaTouch will use existing test cases and scenarios that cover all possible interactions between the Grant Street web service and the BillPay Kiosk application.
- o **Execute Test Cases and Record Results:** Run the test cases and monitor the behavior of the software integration to verify desired results.
- o **Analyze and Debug**: Investigate any issues uncovered during testing and make necessary adjustments to the code.
- o **Documentation**: Create or update all relevant documentation with the details of the integration testing and its results.

Any additional interfaces or effort requiring modifications to the standard Specifications based on Customer request may require a Change Order, and once approved by DynaTouch, the Customer will be billed at the then-current time and materials rate for Services performed, as well as any travel and out-of-pocket expenses, if applicable.

Project Assumptions

All components of this SOW are based upon the following assumptions. If the Customer is unable to comply with these assumptions, DynaTouch reserves the right to restructure the services described within this SOW to accommodate a mutually agreed upon revised plan and adjust the Professional Services Fee accordingly.

- Professional Services Fees are based upon timely decision-making by the Customer and the Customer's resource.
- Assumes the Customer will provide representatives to participate on a unified Customer Project Team, attending and actively participating in all activities, including product training sessions, component/integration testing, and Go Live.
- Customer is responsible for all Network configuration.
- All professional services will be provided during normal business hours in the Customer's local time zone. Any services that must be scheduled outside of normal business hours are considered to be in excess of the scoped fixed fee package and may be billable at DynaTouch's then-current standard after-hours rate(s).
- The Professional Services pricing is based on the implementation of the current release available at the start of Professional services.
- DynaTouch may provide assistance on retail location placement of kiosks. We do not currently contract directly with retailers.

Out of Scope

Any deliverables or services not listed in this SOW, or the Agreement are considered out of scope for this SOW and will require mutual agreement through a Change Order in order to be included in the timeline or affect the agreed upon project plan.

Exhibit A

Terms & Conditions

Contract Terms

DynaTouch will provide one or more kiosks, as well as additional and necessary services, pursuant to the within and foregoing Quote. The kiosks will be provided as a Purchase of the Kiosks ("Standard Purchase").

Payment

Payment terms are 50% deposit on submission of a purchase order and 50% due upon shipment. Governmental entities are extended NET 30 Payment terms. Credit card purchases are accepted and will incur a 3.5% processing fee at the time of order. DynaTouch accepts Visa and Mastercard. The tender of Delivery Notice may be transmitted electronically.

The Period of Performance (POP) is defined as the first day of the month immediately after date of shipment through the duration specified on the quote.

We reserve the right to amend your payment terms if requested credit information is insufficient. Credit card purchases are acceptable, subject to additional standard fees charged to the Customer of 3.5% of total amount charged. DynaTouch accepts VISA and MasterCard. Credit card orders require full cardholder information at the time of placing an order. The Tender of Delivery Notice may be transmitted electronically. State resale license required for nontaxable purchases in the state of Texas. Return check charges imposed are $35 for all returned checks.

Transfer of Ownership:

The transfer of ownership of goods takes place upon shipment. Unless otherwise negotiated or specified, all goods are shipped FOB Origin to the destination specified by the Customer or Customer's assigned agent.

Rights Granted and Reserved:

The right to use the kiosks and the software (for Standard and KaaS sales) provided by DynaTouch (the "Platform") pursuant to the following conditions:

1. The Platform may be used by the Customer only as specifically provided in this Agreement or in a writing signed by DynaTouch.
2. Customer shall use the Platforms as provided and shall not (i) modify for any purpose other than in connection with Customer's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of DynaTouch Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of DynaTouch Software; (iv) rent, lease, lend, or use the Platform for timesharing or bureau use or to publish or host platform for others to use; or (v) take any actions

that would cause the Platform or its component Software to become subject to any open source or quasi-open source license agreement. Customer shall be wholly liable to DynaTouch for any misuse of the Software.

3. Customer acknowledges that the Platform, including all related Software, and all copies thereof and trade secrets and other intellectual property rights related thereto, are and shall remain the sole and exclusive property of DynaTouch. Except as expressly permitted herein, Customer agrees not to disclose or otherwise make available any part of the Platform to any third person.

4. Customer agrees to take reasonable and necessary precautions to secure and protect the Platform, the kiosks and the Software. Customer likewise agrees to provide a secure physical location with sufficient electrical power for all Platform equipment located at the Customer's site.

Delivery

Estimated Delivery: 12-16 weeks after receipt of a signed agreement and purchase order including any agreed upon deposits for a Standard Purchase. Subject to supply chain availability. Delivery date will be confirmed during the initial project management phase of the project. All items are shipped FOB Origin.

Travel and Expenses

The Customer is responsible for all travel and expenses incurred in the course of providing the goods or services specified in the agreement unless all and total travel expenses are already included in the approved quote by the Customer. If included, as specified on the quote, no additional payments for travel or travel related expenses beyond the original signed quote will be incurred unless agreed to in writing by and between parties. All travel will be in accordance with the DynaTouch travel policy and will be provided upon request. If Customer agrees in any future agreement to be responsible for requested travel-related expenses, Customer agrees to pay all travel and expenses in full within 45 days of receipt of the invoice. If the Customer disputes any travel and expense charges, they must provide documentation of the disputed charges within 14 days of receipt of the invoice.

Term

The initial term will begin upon shipment of goods and end on the agreed upon total term of the signed quote. This Agreement shall automatically renew for an additional twelve (12) month term(s) unless one party gives the other one-hundred and twenty (120) days prior written notice of termination at the end of the Term as defined below or upon termination of this Agreement, whichever occurs first, both parties agree the Customer will remit any remaining outstanding balance owed.

The Initial period of performance begins on the first of the month immediately following the date of shipment of goods. Additional periods of performance will be defined in subsequent annual maintenance and support renewal quotes, and will be for 12 months.

Termination

Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured for more than thirty (30) days after receipt of written notice of such breach. There is no termination for convenience. In the event of termination for cause other than for breach by DynaTouch, all sums due and owing under this Agreement shall immediately become due and payable.

Upon termination, Customer is responsible for and retains title to and ownership of the kiosk hardware. Any Software Licenses are not transferrable and not authorized for use without a current support agreement. It is specifically understood that early termination for any reason accelerates all remaining outstanding payments and immediately transfers full ownership of the kiosk to the Customer.

Limitation of Liability

DynaTouch and Customer recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of DynaTouch arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DynaTouch's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

i.   BOTH PARTIES AGREE THAT, EXCEPT FOR CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF DYNATOUCH, DYNATOUCH'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PURCHASE ORDER. IN THE EVENT OF A PURCHASE ORDER EXCEEDING FIVE HUNDRED THOUSAND US DOLLARS THE LIMITATION OF LIABILITY WILL BE CAPPED AT FIVE HUNDRED THOUSAND DOLLARS IN TOTAL.
ii.   IN ADDITION TO THE FOREGOING, DYNATOUCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
iii.   CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.
iv.   WHERE APPLICABLE UNDER NO CIRCUMSTANCES WILL DYNATOUCH BE RESPONSIBLE FOR ANY SERVICES RELATED TO THE RECEIPT OF CASH FROM CUSTOMERS (INCLUDING THE QUALITY OF BILLS TENDERED) OR ITS REMOVAL VIA ARMORED CAR OR OTHERWISE.

Return Policy for Standard Purchases
All sales are final.

Default

You are in default of this Agreement if you or the respective reseller: (a) fail to pay the Balance Due by the due date, (b) breach any other term or condition of this Agreement, (c) have made a material misrepresentation or misstatement in the Application, financial statement or other document submitted to us in connection with this Agreement, (d) become the subject of a bankruptcy, receivership or other insolvency proceeding. If you default on this Agreement, we may (i) declare all amounts owed on this Agreement to be immediately due and payable, (ii) commence a collection action for all amounts owed on this Agreement, (iii) retain and/or repossess all goods purchased on this Agreement and otherwise foreclose and enforce our Security Interest in accordance with applicable law, (iv) exercise all other rights and remedies accorded to us by law. If for any reason this Agreement terminates prior to the end of a term, you agree that any remaining obligations for payment pursuant to this agreement will be immediately due and owing.

Warranty

DynaTouch hereby warrants that each component manufactured or supplied directly by DynaTouch will be free of defects in material and workmanship for a period of one (1) year after shipment (the ""Warranty Period""), with optional extended warranties offered (see Quote details). During the Warranty Period, if On-Site Maintenance Services are NOT included, Customer shall return defective parts to DynaTouch at DynaTouch's expense. DynaTouch shall repair or replace any defective component within thirty (30) days of receipt, at DynaTouch's expense, including all return shipping expenses. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. DynaTouch does not warrant any component supplied by Customer or its suppliers. DynaTouch's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer or Customer's service organizations, removal or alteration of part identification, or failure caused by a product for which DynaTouch is not responsible.

Warranty Disclaimer

DYNATOUCH DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY STATED HEREIN. DYNATOUCH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.

IT Obligations

DynaTouch will

- Establish and maintain agency procedures for IT security incident management to ensure timely response and notification to a cybersecurity incident. At minimum:

- Notify Community Services within 10 days of a cybersecurity event, including but not limited to a compromised email account, unauthorized access to a database, or ransomware.
- Cooperate fully with the Community Services /County cybersecurity incident response team in the event Community Services data is compromised.
- Provide Community Services with an after-action report summarizing the incident, the incident's resolution and any insights gained due to the incident.

- DynaTouch's data privacy and information security procedures and protocols shall be made available to the Customer and meet Community Services requirements for the return, destruction, or disposal of information in the service provider's possession at the end of the agreement.
- DynaTouch must use Customer-approved VPN software to access internal systems. (if applicable—needed if you are connected to one of our systems)