

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**THIRD AMENDMENT TO INSIGHT PUBLIC SECTOR, INC.'S AGREEMENT
 (DIR CONTRACT NO. DIR-CPO-5239)**

THIS THIRD AMENDMENT ("Third Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Insight Public Sector, Inc., ("Insight"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to Insight Public Sector, Inc.'s Agreement, on or about November 22, 2022, for the purchase of specified Adobe software subscriptions and licenses, and as amended on or November 21, 2023, and again on May 14, 2024, collectively referred to as the "Agreement" and incorporated fully by references for all purposes; and

NOW, THEREFORE, County and Insight desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Insight shall continue to provide product and/or services to County as described Insight's Quotation, dated October 4, 2024, attached as Exhibit "A-3" and incorporated fully by reference, and in accordance with the requirements and specifications of DIR Contract No. DIR-CPO-5239.
2. **Term.** This Agreement shall renew and this Third Amendment is effective as of December 1, 2024, and shall expire no later than November 30, 2025, unless terminated sooner pursuant to this Agreement. Neither the Agreement nor this Third Amendment shall automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** Insight's fees shall be calculated at the rates set forth in the attached Exhibit A-3. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit A-3 is \$155,814.90. In no case shall the amount paid by County under this Third Amendment exceed this Maximum Compensation without an approved change order. Insight clearly understands and agrees, such understanding and agreement being of the absolute essence of this Third Amendment, that County shall have available the total maximum sum of \$155,814.90, specifically allocated to fully discharge any and all liabilities County may incur arising from this Third Amendment. Insight does further understand and agree, said understanding and agreement also being of the absolute essence of this Third Amendment, that the total maximum compensation that Insight may become entitled

to and the total maximum sum that County may become liable to pay to Insight shall not under any conditions, circumstances, or interpretations thereof exceed \$155,814.90.

4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict. In the event of a conflict between the Agreement and the terms and conditions of DIR Contract No. DIR-CPO-5239, then the terms and conditions of DIR Contract No. DIR-CPO-5239 controls to the extent of the conflict.
5. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
6. **Understanding, Fair Construction.** By execution of this Third Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **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.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Third Amendment 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 Third Amendment 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

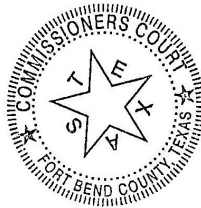
KP George
KP George, County Judge

INSIGHT PUBLIC SECTOR, INC.

Erica Falchetti
Authorized Agent – Signature

November 27, 2024

Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

Erica Falchetti
Authorized Agent- Printed Name

Director, Public Sector
Title

11/15/2024
Date

REVIEWED:

Roby Doughtie
Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$155,814.90 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A-3: Insight's Quotation, dated October 4, 2024

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EXHIBIT A-3

SOLD-TO PARTY 10738659

FORT BEND COUNTY
301 JACKSON ST
RICHMOND TX 77469-3108

SHIP-TO

FORT BEND COUNTY
301 JACKSON ST
RICHMOND TX 77469-3108

We deliver according to the following terms:

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

Adobe ETLA Option Year 2 Renewal

Quotation

Quotation Number : 0227829369
Document Date : 04-OCT-2024
PO Number :
PO Release :
Sales Rep : James Dyson
Email : JAMES.DYSON@INSIGHT.COM
Phone :
Sales Rep 2 : Kylie Strickland
Email : KYLIE.STRICKLAND@INSIGHT.COM
Phone :

Material	Material Description	Quantity	Unit Price	Extended Price
<u>65286686</u>	Adobe Acrobat Pro for Enterprise - Term License - per user - 12 months Coverage Dates: 01-DEC-2024 - 30-NOV-2025 STATE OF TEXAS DIR ADOBE AND MICROSOFT SOFTWARE, COTS & SVCS(# DIR-CPO-5239) Option Year 2	920	117.64	108,228.80
<u>65274430</u>	ADOBE CREATIVE CLOUD ENTERPRISE TERM - PER USER - 12 MONTHS Coverage Dates: 01-DEC-2024 - 30-NOV-2025 STATE OF TEXAS DIR ADOBE AND MICROSOFT SOFTWARE, COTS & SVCS(# DIR-CPO-5239) Option Year 2	17	1,061.40	18,043.80
<u>65274430</u>	ADOBE CREATIVE CLOUD ENTERPRISE TERM - PER USER - 12 MONTHS Coverage Dates: 01-DEC-2024 - 30-NOV-2025 STATE OF TEXAS DIR ADOBE AND MICROSOFT SOFTWARE, COTS & SVCS(# DIR-CPO-5239) Option Year 2	1	1,061.40	1,061.40
<u>65274430</u>	ADOBE CREATIVE CLOUD ENTERPRISE TERM - PER USER - 12 MONTHS Coverage Dates: 01-DEC-2024 - 30-NOV-2025 STATE OF TEXAS DIR ADOBE AND MICROSOFT SOFTWARE, COTS & SVCS(# DIR-CPO-5239) TRUE UP ANNIVERSARY	11	1,061.40	11,675.40
<u>65318659</u>	ADOBE SIGN FOR ENTERPRISE SUBSCRIPTION - SUBSCRIPTION (# SPECIFIED BELOW) - 12 Coverage Dates: 01-DEC-2024 - 30-NOV-2025 STATE OF TEXAS DIR ADOBE AND MICROSOFT SOFTWARE, COTS & SVCS(# DIR-CPO-5239) TRUE UP GO FORWARD	1	16,805.50	16,805.50

Product Subtotal	155,814.90
TAX	0.00
Total	155,814.90

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

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

Sincerely,

James Dyson

JAMES.DYSON@INSIGHT.COM

Kylie Strickland

KYLIE.STRICKLAND@INSIGHT.COM

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

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

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

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Final Audit Report

2024-11-15

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By:	AMANDA LUEDY (AMANDA.LUEDY@INSIGHT.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFJYQQxV7XztjPEH-Wzapyo7ni4k0D-mX

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2024-11-15 - 5:06:43 PM GMT
-  Email viewed by Erica Falchetti (erica.falchetti@insight.com)
2024-11-15 - 5:07:05 PM GMT- IP address: 20.94.5.238
-  Document e-signed by Erica Falchetti (erica.falchetti@insight.com)
Signature Date: 2024-11-15 - 5:07:17 PM GMT - Time Source: server- IP address: 20.94.5.238
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Adobe Acrobat Sign