

ADDENDUM TO BRYCER, LLC'S AGREEMENT

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 Brycer, LLC, ("Brycer"), 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 Brycer's Proposal, dated November 11, 2024, and Implementation Plan (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, concerning use of The Compliance Engine solution; and

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

AGREEMENT

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 upon execution of both parties, and shall expire no later than three (3) years 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, Brycer will render Services to County as described in Exhibit A.
4. **Non-appropriation; Taxes.** 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.
5. **Public Information Act and Open Meetings Act.** Brycer 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 Brycer 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.

Brycer 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.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Brycer for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Brycer in any way associated with the Agreement.
8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
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, Brycer hereby verifies that Brycer 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, Brycer 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, Brycer 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, Brycer 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, BRYCER 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.** Brycer may use County's name without County's prior written consent only in any of Brycer's customer lists, any other use must be approved in advance by County.
13. **Product Assurance.** Brycer 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 Brycer to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Brycer 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 Brycer's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and

Brycer's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **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. **Compliance with Laws.** Brycer 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, Brycer shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Brycer in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
20. **Termination.**
 - 20.1. **Termination for Convenience.** County may terminate this Agreement at any time upon thirty (30) days written notice.
 - 20.2. **Termination for Default.** County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a). If Brycer fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If Brycer 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.

- 20.3. If, after termination, it is determined for any reason whatsoever that Brycer 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 § 20.1 above.
- 20.4. 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 Brycer.
- 20.5. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

(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

KP George
KP George, County Judge

BRYCER, LLC

Matthew B. Rice
Authorized Agent - Signature

April 23, 2025
Date



Matthew B. Rice
Authorized Agent- Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk

CEO
Title

4-7-25
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A: Brycer's Proposal, dated November 11, 2024, and Implementation Plan

I:\AGREEMENTS\2025 Agreements\Fire Marshal\Brycer, LLC (25-Fire-100534)\Addendum to Agreement with Brycer, LLC.docx aw

Exhibit A

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

November 11th, 2024

Fort Bend County Fire Marshal's Office
1521 Eugene Heimann Cir, #114
Richmond, TX 77469

Re: "The Compliance Engine"

Dear Fort Bend County Fire Marshal's Office:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, Fort Bend County Fire Marshal's Office, with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing February 1st, 2025 (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- **Backup**. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative,

physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

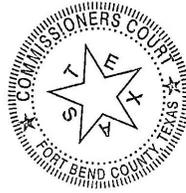
- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [**Fort Bend County Fire Marshal's Office**] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

FORT BEND COUNTY

KP George
KP George, County Judge



Brycer, LLC

ATTEST: Laura Richard
Laura Richard, County Clerk

By: _____
Its: _____

Acknowledged and Agreed to this
23 day of 4, 2025 :

[Fort Bend County Fire Marshal's Office]

By: Justin Jurek
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots unless specifically required by law. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business days following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** **BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 105 business days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN

POWERED BY **BR**Y**CER**

Fort Bend County (TX)

THE COMPLIANCE ENGINE 4355 Weaver Pkwy. St 230. Warrenville, IL 60555

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THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems, submit their reports via Brycer's web portal direct to the Fire Department, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, the AHJ (Authority Having Jurisdiction) will be better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws

Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3rd Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Offers API Services with RMS and software inspection companies
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety and offers cost recovery

Revenue Model:

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3rd party contractors on per system, per premises, per annum basis
- Delivers Compliance resulting in new business and maintenance revenue for 3rd party contractors
- Endorsed by IKECA and Western Fire Chiefs Association

Learn more at www.thecomplianceengine.com or 630-413-9511

Collect. Connect. Comply.

Notable National Partners:

Los Angeles, CA	Colorado Springs, CO	State of Maryland
Chicago, IL	Raleigh, NC	State of Nevada
Phoenix, AZ	Long Beach, CA	Springfield, MO
San Diego, CA	Wichita, KS	Naperville, IL
San Jose, CA	Corpus Christi, TX	Syracuse, NY
Austin, TX	Greensboro, NC	Scottsdale, AZ
Seattle, WA	Laredo, TX	Fort Lauderdale, FL
Oklahoma City, OK	Boise, ID	Newport News, VA
Albuquerque, NM	Tacoma, WA	Omaha, NE
Kansas City, MO	State of Mississippi	Charleston, SC

Current Texas AHJ Partners:

Abilene Fire Department	Katy Fire Department
Austin Fire Department	Kaufman County Fire Marshal's Office
Balch Springs Fire Department	Kingsville Fire Department
Baytown Fire Department	Kyle Fire Department
Bedford Fire Department	Lufkin Fire Department
Brenham Fire Department	Mont Belvieu Fire Department
Brownsville Fire Department	Navasota Fire Department
Bryan Fire Department	New Braunfels Fire Department
Cedar Park Fire Department	Pasadena Fire Department
City of Corpus Christi	Pflugerville Fire Department
City of Laredo Fire Department	Richardson Fire Department
College Station Fire Department	Round Rock Fire Department
Deer Park Fire Marshal's Office	Saginaw Fire Department
Denton Fire Department	Sherman Fire Department
Desoto Fire Rescue	Snyder Fire Department
Flower Mound Fire Department	South Padre Island Fire Department
Grand Prairie Fire Department	Sugar Land Fire Department
Grapevine Fire Department	Victoria Fire Department
Greenville Fire Department	Watauga Fire Department
Harris County Fire Marshal's Office	Westlake Fire Department
Irving Fire Department	Wichita Falls Fire Department

**** NOTE 1,600+ ITMS (contractors) already registered with TCE in Texas. ****

IMPLEMENTATION TASK LIST

TCE will do majority of the work to ensure Fort Bend County goes live and runs efficiently. However, we kindly ask that the following list of tasks is completed by Fort Bend County, in order to complete the implementation process. Completing these in a timely manner will allow for the simplest and smoothest transition into our system.

<u>Implementation Tasks</u>	<u>Responsible Party</u>	<u>Completed</u>
Send Main Contact Info (Name, Phone, Email, Title)	AHJ	<input type="checkbox"/>
Send Copy of Department Logo	AHJ	<input type="checkbox"/>
Send Copy of Electronic Signature	AHJ	<input type="checkbox"/>
Send List of Top Inspection Companies	TCE	<input type="checkbox"/>
Send Data Extraction of Properties (Address, Name, City, State, Postal, Contact Info, Systems)	TCE & AHJ	<input type="checkbox"/>
Approve Notifications	AHJ	<input type="checkbox"/>
Send AHJ Press Release	TCE	<input type="checkbox"/>
Send ITM Letter	TCE	<input type="checkbox"/>
Call Top ITMs	TCE	<input type="checkbox"/>
Set AHJ Training Prior to Go Live	TCE	<input type="checkbox"/>
Go Live	TCE & AHJ	<input type="checkbox"/>

LIST OF SYSTEMS TCE TRACKS

System Type
Air Sampling System
Automatic Closing Fire Assemblies
Chemical Storage Room
Clean Agent
Commercial Kitchen Exhaust Cleaning
Emergency Power Battery / Unit Lighting
Emergency Power Generator
Emergency Responder Radio Coverage System
Fire Alarm
Fire Escape
Fire Pump
Foam System
Gas Detection Systems
Hood Suppression System
Leak Detection
Paint / Spray Booth Suppression
Pressure Reducing Valves (PRV's)
Private Fire Hydrant
Rental Property Inspection
Rescue Air System
Smoke Management Systems
Special Suppression System
Sprinkler System (Dry & Wet)
Standpipe
Water Monitor
Water Tank

POWERED BY **BR**Y**CER**

Additional tracking for *backflow* and *conveyance* systems available.

EXAMPLE NOTIFICATION TEMPLATES

Please note that **BOLD** texts are auto populated fields from our system. Any additional information added to these areas will be added into our system and will be used on all templates including those field types.

These templates have been created with common language that most jurisdictions can utilize without much change. Should you see the need to change certain language to fit within your jurisdictions guidelines please add the changes and submit back for final modification into our system.

If you feel satisfied with the way the templates have been created, please let us know and these will be loaded as your default templates in our system for notifications. If at any time, you foresee the need for changes within the templates, please contact our office. We will happily work with you to get the changes completed and reset all notifications so they reflect the needed adjustments.

YOUR DEPARTMENT NAME
12333 SOWDEN RD STE B
PMB 47649
HOUSTON, TX
77080-2059



System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION RENEWAL - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE

Dear Building Occupant/Owner:

In accordance with the (YOUR CODE), our records indicate the **SYSTEM TYPE** is coming due for inspection by a licensed company and must be tested within the month of your renewal date which is **01/21/20**.

It is the responsibility and requirement of the inspection company testing your system to submit all test reports to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life & Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME



IRN 1652955 NID 3207857

YOUR DEPARTMENT NAME
12333 SOWDEN RD STE B
PMB 47649
HOUSTON, TX
77080-2059



System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION OVERDUE - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE

Dear Building Occupant/Owner:

Our records indicate the **SYSTEM TYPE** is now overdue and was to be tested within the month of your renewal date which was **01/21/20**. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your SYSTEM TYPE inspected, tested and maintained by a licensed company and,
2. Upon completion, have your inspection company submit the test results to us at www.thecomplianceengine.com.
3. If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us at www.thecomplianceengine.com. **It is the contractor's responsibility to submit the documentation.**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME



IRN 1652985 NID 3207859

YOUR DEPARTMENT NAME
12333 SOWDEN RD STE B
PMB 47649
HOUSTON, TX
77080-2059



System Type - Contractor of Record:

SYSTEM TESTING COMPANY
(555) 555-5555
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY
1234 MAIN RD
YOUR CITY, IL 60540

Re: SYSTEM TYPE INSPECTION DEFICIENCIES FOUND - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE

Dear Building Occupant/Owner:

A recent inspection of your **SYSTEM TYPE** at premise address on date of inspection by ITM COMPANY revealed the violations listed below.

This notice is an ORDER TO COMPLY. Your failure to comply with this notice before re-inspection (30 days from date of letter) may make you liable for the penalties provided for by law for such violation(s).

DEFICIENCIES

Deficiency Found:

Deficiency Found:

It is the responsibility and requirement of the inspection company to submit all corrections to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at support@mybrycer.com

Sincerely Yours in Life & Fire Safety,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME



IRM 1652965 NI 3207854

AHJ Sample Requirement Letter to Fire Protection Contractors



Dear Service Provider,

The AHJ Name has instituted a new process for service providers who inspect and test fire protection systems. Effective **Go Live Date** all compliant & non-compliant fire protection systems test reports are required to be sent to the AHJ Name electronically by your respective organization via The Compliance Engine's online system at www.thecomplianceengine.com.

The AHJ Name is dedicated to delivering 100% compliance with our adopted Fire Code. This web-based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the AHJ Name will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within the AHJ Name's jurisdiction are required to register and submit all test, inspection and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under AHJ Name icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at www.thecomplianceengine.com.

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

Digital Signature

P.
E.

AHJ Sample Requirement Letter to Fire Protection Contractors (cont.)

TCE OVERVIEW

Keys to Getting Started:

- Register at www.thecomplianceengine.com
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness
- Add TCE link to your webpage

Key Processes to Know: Check the TCE HELP Portal for Direction Visuals

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new-premises when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

Systems Tracked:

(customize per AHJ)

- Automatic Fire Sprinkler
- Automatic Closing Fire Assemblies
- 5yr Obstruction Sprinkler
- Fire Alarm System
- Commercial Kitchen Hood Suppression
- Commercial Kitchen Hood Cleaning
- Standpipe
- Active Smoke Control
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Emergency Radio Responder Coverage System
- Special Suppression

PLEASE ADD TCE TO YOUR AHJ WEBSITE:

You may add TCE to your webpage in whichever format works best for your AHJ. Example verbiage provided below:

Fire Protection System Inspection, Testing & Maintenance

All fire protection systems in {jurisdiction} are required by the fire code to be inspected tested and maintained on regular intervals. Please see fire code for schedule (add hyperlink). The purpose of these inspections is to ensure the system will operate properly in the event of an incident, ensuring a safe environment by minimizing the risk of life and property loss.

The {jurisdiction} has contracted with BRYCER, LLC to help manage the fire protections systems inspection, testing and maintenance program. All contractors who perform inspection, testing and maintenance services of fire protection systems are required to electronically submit all compliant and non-compliant reports to the department via www.thecomplianceengine.com

Fire Protections Systems electronically tracked by {AHJ} include: (this is specific to the AHJ)

- Automatic Fire Sprinkler Systems
- Fire Alarm
- Commercial kitchen hood suppression systems
- Standpipes
- Active smoke control systems
- Fire pumps
- Spray booth
- Emergency generators
- Special Suppression/clean-agent systems

Contractors are required to submit test results to {AHJ} on behalf of their customers. Register with The Compliance Engine [here](#).

Contact BRYCER, LLC for any training/support related questions at 1-630-413-9511 or email support@mybrycer.com

EXAMPLES:

Austin, TX

Fire Protection Systems (FPS) Program

- **Inspection Companies**
 - [Contractor Notification](#)
 - Please register at www.thecomplianceengine.com and then sign up for training on The Compliance Engine's (TCE) website.
 - [FY 2019 Price Increase](#)
 - [TCE Online Request](#)
- **What is the Compliance Engine?**

In October 2017, we began tracking the compliance of the fire protection systems in commercial buildings in across the City of Austin through the online tool, The

Los Angeles, CA

What is the process?
If a Chief's Regulation No → test is required, please contact a certified tester to schedule and perform your test.

- The certified tester must submit the test results on Fire Department approved forms, electronically through the compliance engine at <http://www.thecomplianceengine.com> within 7 days
- **Repair and Retest.** If defects are found in equipment that is being tested, correction on such defects shall commence forthwith and shall be completed as soon as possible, but in every case within 30 days of the initial test. At the completion of such repair, the system or device shall be retested as necessary to determine that it is fully operable
- For Information on The Compliance Engine (TCE) Please Review
 - [Register for TCE](#)
 - [Login to TCE](#)
 - [FAQs](#)

Seattle, WA

Seattle.gov
Mayor's Office of Innovation

English Search Menu

Fire Protection System Testing

System test reports for many systems are mandatory and must be submitted electronically to the Seattle Fire Department via our online vendor at www.thecomplianceengine.com

There is a \$30 filing fee associated with the submission of each report, per system, per year, except for hood systems which are per every six-month service. Your service provider (the company you hire to do the testing and maintenance on your building's fire protection systems) is responsible for collecting these fees from their clients, administering the reporting requirements, and then submitting payments along with test reports.

Reports must be submitted within one week of the inspection or maintenance completion. Systems with impairments or red-tagged systems must also be reported immediately using the current mandatory **impaired systems reporting process**. Since January 2019, there has been a late fee of \$10 per report. Due to the continued high number of late report submittals, the City has now introduced a **citation** for reports that are submitted outside of allowed timelines.

If you need a service provider

- [Fire safety companies with SFD certified technicians](#)

What our Service Providers think.



Johnson Controls
401 Center Ridge Drive #400
Austin, TX 78864

Heidi Bliss
Inspection Manager Austin
Building Solutions North America
Johnson Controls
heidi.bliss@jci.com

1/26/2021

Bryce Team.

In response to request for reference and benefits of using The Compliance Engine portal, as a Service Provider the benefits Johnson Controls Austin has experienced are as follows:

- Improved vendor oversight through portal features and analytics reporting options (Past Due Inspections, Outstanding Deficiencies)
- Improved owner accountability for maintenance of life safety systems
- Reduced liability through reduced timeline for deficiency resolution
- Improved relationships with our AHJ partners through increased visibility and communication
- Increased visibility for Owners through automated correspondence and notification features
- Increased demand for life safety services and revenue opportunity
- Once our initial implementation of The Compliance Engine was adopted, including additional AHJs to the process has been relatively seamless.

Thank you for the opportunity to provide feedback.

A handwritten signature in black ink that reads "Heidi Bliss".

Heidi Bliss
Inspection Manager Austin
Johnson Controls Fire Protection
512-834-1800