

to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by Netsync, County shall notify Netsync no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.

4. **Limit of Appropriation.** Netsync 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 Five Million, One Hundred Forty-six Thousand, Two Hundred Fifty-eight and 65/100 (\$5,146,258.65), specifically allocated to fully discharge any and all liabilities County may incur. Netsync does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Netsync may become entitled to and the total maximum sum that County may become liable to pay to Netsync shall not under any conditions, circumstances, or interpretations thereof exceed Five Million, One Hundred Forty-six Thousand, Two Hundred Fifty-eight and 65/100 (\$5,146,258.65). 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.
5. **Public Information Act.** Netsync 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 Netsync 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.
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 Netsync 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 Netsync in any way associated with the Agreement.

8. **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, Netsync hereby verifies that Netsync 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, Netsync 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, Netsync 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, Netsync 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.

9. **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.

10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, SURETY SYSTEMS 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.
11. **Use of Customer Name.** Netsync may use County's name without County's prior written consent only in any of Netsync' customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** Netsync warrants to County that Netsync has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Netsync will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Netsync warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.
13. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibits, this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and the DIR Contract, the DIR Contract controls to the extent of the conflict.
14. **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.
15. **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.
16. **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.
17. **Personnel.** Netsync 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 Netsync 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 Netsync shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Netsync or agent of Netsync who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, Netsync shall comply with, and ensure that all Netsync Personnel comply with, all rules, regulations and policies of County that are communicated to Netsync in writing, including but not limited to data and remote access procedures.

18. **Compliance with Laws.** Netsync 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, Netsync shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
19. **Confidential Information.** Netsync 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 Netsync 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 Netsync 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 Netsync) publicly known or is contained in a publicly available document; (b) is rightfully in Netsync'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 Netsync who can be shown to have had no access to the Confidential Information.

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

Netsync 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. Netsync 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.

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

20. **Independent Contractor.** In the performance of work or services hereunder, Netsync 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 Netsync or, where permitted, of its subcontractors. Netsync 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.
21. **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.
22. **Remote Access.** As applicable, if Netsync requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Netsync'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 Netsync is granted remote access to County Systems:
 - (A) Netsync 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) Netsync will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Netsync will not access County Systems via unauthorized methods.
- (C) Netsync's remote access to County Systems will only be requested and activated on an as-needed basis and disabled when not in use.
- (D) Remote access is restricted only to County Systems necessary for Netsync to provide Services to County pursuant to this Agreement.
- (E) Netsync will allow only its Workforce approved in advance by County to access County Systems. Netsync will promptly notify County whenever an individual member of Netsync's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Netsync will keep a log of access when its Workforce remotely accesses County Systems. Netsync 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 Netsync's Workforce is provided with remote access to County Systems, then Netsync'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 Netsync to comply with this Section may result in Netsync and/or Netsync'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 Netsync, is under the direct control of Netsync, whether or not they are paid by Netsync 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)

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. This Agreement is effective upon execution by both parties.

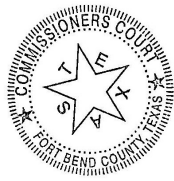
FORT BEND COUNTY

KP George
KP George,
County Judge

June 10, 2025
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED BY:

Robyn Doughtie
Robyn Doughtie,
Director of Information Technology and
Chief Information Officer

NETSYNC NETWORK SOLUTIONS, INC.

Nicole Nordhougen
Authorized Agent – Signature

Nicole Nordhougen
Authorized Agent- Printed Name

Nicole Nordhougen
Title
06 / 02 / 2025
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ **5,146,258.65** are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A: Quote #455931-03
Quote #455950-03
Quote #456054-03

EXHIBIT A

(Quote #455931-03, Quote #455950-03
and Quote #456054-03)

NETSYNC

2500 West Loop South, Ste.
410/510

Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ455931-03

Quote #:	AAAQ455931-03
Date:	05/28/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Bend County Lee.Powell@fortbendcountytexas.gov (346) 481-6155	Leo Kamenker lkamenker@netsync.com (m) 346.303.3912	Ashley F Freeman afreeman@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site					Sub Total 1,302,810.00

Default Group (06/08/2025-06/07/2030)

1.0	EA3-M	Cisco EA 3.0 BUNDLE	1	0.00	0.00
1.1.0	E3-N-AS	Cisco DNA Switching	1	0.00	0.00
1.1.1.0	E3N-C95005-A	C9500 CISCO DNA EA Advantage 48Y4C Unit Price: 201.18 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	2	12,070.80	24,141.60
1.1.2.0	E3N-C95002-A	C9500 CISCO DNA EA Advantage Low (12Q/16X) Unit Price: 115.02 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	6,901.20	6,901.20
1.1.3.0	E3N-C9400-A	C9400 CISCO DNA EA Advantage Unit Price: 206.09 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	34	12,365.40	420,423.60
1.1.4.0	E3N-IE3100L-E	IE3100 L CISCO DNA EA Essentials Unit Price: 2.44 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	6	146.40	878.40
1.1.5.0	E3N-C95006-A	C9500 CISCO DNA EA Advantage 24Y4C Unit Price: 113.51 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	4	6,810.60	27,242.40
1.1.6.0	E3N-C93001-E	C9300 24-port CISCO DNA EA Essentials Unit Price: 9.99 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	13	599.40	7,792.20
1.1.7.0	E3N-C93002-E	C9300 48-port CISCO DNA EA Essentials Unit Price: 18.44 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	69	1,106.40	76,341.60
1.1.8.0	E3N-C93001-A	C9300 24-port CISCO DNA EA Advantage Unit Price: 32.59 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	59	1,955.40	115,368.60
1.1.9.0	E3N-C93002-A	C9300 48-port CISCO DNA EA Advantage Unit Price: 57.71 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	109	3,462.60	377,423.40
1.1.10.0	E3N-C3560CX1E-E	C3560CX DNA Essentials 8-Port Unit Price: 3.21 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	19	192.60	3,659.40
1.1.11.0	E3N-C3560CX2E-E	C3560CX DNA Essentials 12-Port Unit Price: 3.31 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	6	198.60	1,191.60
1.1.12.0	E3N-AS-S	Support for EA DNA Switching	1	0.00	0.00
1.1.13.0	E3N-C9200CX2-E	C9200CX 12-port CISCO DNA EA Essentials Unit Price: 4.30 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	2	258.00	516.00
1.1.14.0	E3N-C92001-E	C9200 24-port CISCO DNA EA Essentials Unit Price: 10.27 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	11	616.20	6,778.20
1.1.15.0	E3N-C92002-E	C9200 48-port CISCO DNA EA Essentials Unit Price: 18.84 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	5	1,130.40	5,652.00
1.2.0	E3N-AIR	Cisco DNA Wireless	1	0.00	0.00
1.2.1.0	E3N-AIRWLAN-E	Wireless CISCO DNA EA Essential Unit Price: 3.23 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	466	193.80	90,310.80
1.2.2.0	E3N-AIR-S	Support for EA DNA Wireless	1	0.00	0.00

NETSYNC

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713.218.5000

QUOTE

AAAQ455931-03

Quote #:	AAAQ455931-03
Date:	05/28/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
1.3.0	E3-N-ENTWAN	Cisco DNA SD-WAN & Routing	1	0.00	0.00
1.3.1.0	E3N-ENTWAN-P-T2-A	WAN (Routing & SD-WAN) Tier 2 On-Prem (1G) DNA Advantage Unit Price: 201.15 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	4	12,069.00	48,276.00
1.3.2.0	E3N-OP-ENTWAN-S	Support for EA SD-WAN & Routing	1	0.00	0.00
1.4.0	E3N-DCN	Cisco Data Center EA for Data Center Networking	1	0.00	0.00
1.4.1.0	E3N-N9300-XF-E	DCN FIXED 10G XF Essentials Unit Price: 180.37 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	5	10,822.20	54,111.00
1.4.2.0	E3N-DCN-S	Support for Cisco Data Center EA for Data Center Networking	1	0.00	0.00
1.5.0	E3N-NW	Meraki - Network Infrastructure	1	0.00	0.00
1.5.1.0	E3N-MS-100-S-E	Meraki MS100 Small Essentials EA 3.0 LIC and Support Unit Price: 2.35 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	141.00	141.00
1.5.2.0	E3N-MX-S-E	Meraki MX Small Essentials EA 3.0 LIC and Support Unit Price: 18.18 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	6	1,090.80	6,544.80
1.5.3.0	E3N-Z-A	Meraki Z Advantage EA 3.0 LIC and Support Unit Price: 10.40 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	7	624.00	4,368.00
1.5.4.0	E3N-MX-L-E	Meraki MX Large Essentials EA 3.0 LIC and Support Unit Price: 139.03 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	8,341.80	8,341.80
1.5.5.0	E3N-MS-100-L-E	Meraki MS100 Large Essentials EA 3.0 LIC and Support Unit Price: 7.98 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	478.80	478.80
1.5.6.0	E3N-MR-E	Meraki MR Essentials EA 3.0 LIC and Support Unit Price: 6.12 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	42	367.20	15,422.40
1.6.0	E3-N-CS	Meraki - Camera Systems	1	0.00	0.00
1.6.1.0	E3N-MV-E	Meraki MV Large Essentials EA 3.0 LIC and Support Unit Price: 8.42 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	505.20	505.20

Notes: 34001715-176081-01

1st Year Payment: 260,562.00
2nd Year Payment: 260,562.00
3rd Year Payment: 260,562.00
4th Year Payment: 260,562.00
5th Year Payment: 260,562.00

Cisco Systems TX | DIR-CPO-5347

Total	1,302,810.00
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	1,302,810.00



2500 West Loop South, Ste.
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Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ455950-03

Quote #:	AAAQ455950-03
Date:	05/28/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Bend County Lee.Powell@fortbendcountytexas.gov (346) 481-6155	Leo Kamenker lkamenker@netsync.com (m) 346.303.3912	Ashley F Freeman afreeman@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site					Sub Total 935,971.20

Contact Center (06/08/2025-06/07/2030)

1.0	A-FLEX-3-CC	Flex 3.0 for Contact Center	1	0.00	0.00
1.1.0	SVS-CSS-SUPT-SSPT	Solution Support for Collaboration Unit Price: 163.86 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	9,831.60	9,831.60
1.2.0	A-FLEX-CCX-P-C	On-Premises UCCX Premium Concurrent Agent Unit Price: 33.92 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	12	2,035.20	24,422.40
1.3.0	A-FLEX-CCX-S-C	On-Premises UCCX Standard Concurrent Agent Unit Price: 24.32 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	44	1,459.20	64,204.80
1.4.0	A-FLEX-05-12.5-K9	On-Premises UCCX Std & Prem Media Kit v12.5	1	0.00	0.00
1.5.0	A-FLEX-CCX-S-AGT	On-Premises UCCX Standard Agent License Smart Licensing	44	0.00	0.00
1.6.0	A-FLEX-CCX-P-AGT	On-Premises UCCX Premium Agent License Smart Licensing	12	0.00	0.00
1.7.0	A-FLEX-CCX-SVR	On-Premises UCCX Standard & Premium Server Smart Licensing	1	0.00	0.00

Calling Meetings (06/08/2025-06/07/2030)

2.0	A-FLEX-3	Collaboration Flex Plan 3.0	1	0.00	0.00
2.1.0	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	2251	0.00	0.00
2.2.0	A-FLEX-EAPL	EntW On-Premises Calling Unit Price: 5.54 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	2051	332.40	681,752.40
2.3.0	A-FLEX-AUM	AU Meetings (1) Unit Price: 12.98 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	200	778.80	155,760.00
2.4.0	A-AUD-VOIP	Included VoIP (1)	1	0.00	0.00
2.5.0	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	200	0.00	0.00
2.6.0	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	200	0.00	0.00
2.20.0	A-FLEX-SME-S	Session Manager (1)	1	0.00	0.00
2.21.0	A-FLEX-SRST-E	SRST Endpoints (1)	4102	0.00	0.00
2.22.0	A-FLEX-P-EA	On-Premises Smart License - EA (1)	2462	0.00	0.00
2.23.0	A-FLEX-P-ACC	Access Smart License (1)	411	0.00	0.00
2.24.0	A-FLEX-P-CA	Common Area Smart License (1)	1026	0.00	0.00
2.25.0	A-FLEX-P-UCXN	Unity Connection Smart License (1)	2462	0.00	0.00
2.26.0	A-FLEX-P-ER	Emergency Responder Smart License (1)	6153	0.00	0.00
2.27.0	A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	2462	0.00	0.00
2.28.0	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	4513	0.00	0.00
2.29.0	A-FLEX-MSUITE-ENT	Cloud Meetings Entitlement	2051	0.00	0.00
2.30.0	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	1000	0.00	0.00
2.31.0	A-FLEX-MSG-ENT	Messaging Entitlement	4513	0.00	0.00

NETSYNC

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Date:	05/28/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
2.32.0	A-FLEX-FILESTG-ENT	File Storage Entitlement	98448	0.00	0.00
2.33.0	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	4513	0.00	0.00
2.34.0	A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	411	0.00	0.00
2.35.0	A-FLEX-SW-15-K9	On-Premises SW Bundle v15	1	0.00	0.00
2.36.0	A-SW-EXPWY-15X-K9	Expressway Version 15 Restricted Software	1	0.00	0.00

Notes: 220064583-173487-03

Flex R2

1st Year Payment: 187,194.24
2nd Year Payment: 187,194.24
3rd Year Payment: 187,194.24
4th Year Payment: 187,194.24
5th Year Payment: 187,194.24

Cisco Systems TX | DIR-CPO-5347

Total	935,971.20
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	935,971.20

NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ456054-03

Quote #:	AAAQ456054-03
Date:	05/28/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Bend County Lee.Morgan@fortbendcountytexas.gov 832-759-8258	Leo Kamenker lkamenker@netsync.com (m) 346.303.3912	Ashley F Freeman afreeman@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site					Sub Total 2,907,477.45

Default Group (06/09/2025-06/08/2030)

1.0	EA3-M	Cisco EA 3.0 BUNDLE	1	0.00	0.00
1.1.0	E3-SEC-ETD-ESS	Cisco Email Threat Defense Essential	1	0.00	0.00
1.1.1.0	E3S-ES-ETD-ESS	Security EA 3.0 Cisco Email Threat Defense Essential License Unit Price: 6.94 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	4430	34.70	153,721.00
1.1.2.0	SVS-E3-ETD-B	Basic SW Support for Cisco Email Threat Defense	1	0.00	0.00
1.2.0	E3-ETD-ESS-SVS2	SVCS Portfolio T2 ETD Ess SW Enhanced Service	1	0.00	0.00
1.2.1.0	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	0.00	0.00
1.2.2.0	E3-CX-ETDE-T2SC1	SVCS Portfolio T2 ETD Ess SW Enhanced Service Unit Price: 785.86 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	47,151.60	47,151.60
1.3.0	E3-SEC-SFW	Security EA 3.0 Cisco Secure Firewall	1	0.00	0.00
1.3.1.0	E3S-SFW-FPR1120T	Security EA 3.0 FPR1120 Threat Defense Threat, Malware,URL Unit Price: 788.65 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	2	3,943.25	7,886.50
1.3.2.0	E3S-SFW-FPR2120T	Security EA 3.0 FPR2120 Threat Defense Threat, Malware,URL Unit Price: 2,981.41 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	1	14,907.05	14,907.05
1.3.3.0	E3S-SFW-FPR2130T	Security EA 3.0 FPR2130 Threat Defense Threat, Malware,URL Unit Price: 4,472.48 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	6	22,362.40	134,174.40
1.3.4.0	E3S-SFW-FPR4115T	Security EA 3.0 FPR4115 Threat Defense Threat, Malware,URL Unit Price: 19,383.11 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	2	96,915.55	193,831.10
1.3.5.0	SVS-E3S-SFW-B	Basic Software Support for Cisco Secure Firewall	1	0.00	0.00
1.4.0	E3-SFW-SVS2	Cisco Services Portfolio: Secure Firewall T2	1	0.00	0.00
1.4.1.0	E3-CX-SFW-T2SWE	SVCS Portfolio T2 Secure FW SWSS Enhanced SW Support - OP Unit Price: 1,792.12 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	107,527.20	107,527.20
1.4.2.0	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	0.00	0.00
1.5.0	E3-SEC-EP-ESS	Security EA 3.0 Cisco Secure Endpoint Essentials	1	0.00	0.00
1.5.1.0	E3S-EP-ESS	Security EA 3.0 AMP Endpoints Essentials Unit Price: 11.80 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	5500	59.00	324,500.00
1.5.2.0	SVS-E3S-SECEP-B	Basic Software Support for Secure Endpoint	1	0.00	0.00
1.6.0	E3-EP-ESS-SVS2	Cisco Services Portfolio: Secure Endpoints Essentials T2	1	0.00	0.00
1.6.1.0	E3-CX-ESS-T2SWE	SVCS Portfolio T2 Secure EP ESS SWSS E SW Support - CD Unit Price: 1,658.60 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	99,516.00	99,516.00

NETSYNC

2500 West Loop South, Ste.
410/510

Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ456054-03

Quote #:	AAAQ456054-03
Date:	05/28/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
1.6.2.0	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	0.00	0.00
1.7.0	E3-SEC-DUO-ADV	Cisco EA 3.0 - Duo Advantage edition (formerly Access)	1	0.00	0.00
1.7.1.0	E3S-DUO-ADV	Security EA3.0-Duo Advantage edition (formerly Access) Unit Price: 43.17 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	4430	215.85	956,215.50
1.7.2.0	SVS-E3S-DUO-B	Basic Software Support for Duo	1	0.00	0.00
1.8.0	E3-DUO-ADV-SVS2	SVCS Portfolio T2 Duo Adv SW Enhanced Service	1	0.00	0.00
1.8.1.0	E3-CX-DUOA-T2SC1	SVCS Portfolio T2 Duo Adv SW Enhanced Service Unit Price: 2,390.76 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	143,445.60	143,445.60
1.8.2.0	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	0.00	0.00
1.9.0	E3-SEC-ADDONS	Security EA 3.0 Security Add-On Products	1	0.00	0.00
1.9.1.0	E3S-AC-APEX	Security EA 3.0 Secure Client Premier Unit Price: 0.67 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	2500	3.35	8,375.00
1.9.2.0	SVS-E3S-ADDONS-B	Basic Software Support for Security Add-Ons	1	0.00	0.00
1.10.0	E3-ADDONS-SVS2	Cisco Services Portfolio: Secure Addons T2	1	0.00	0.00
1.10.1.0	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	0.00	0.00
1.10.2.0	E3-CX-ADD-T2SWE	SVCS Portfolio T2 Secure AddOns SWSS ENHCD SW Support - OP Unit Price: 43.39 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	2,603.40	2,603.40
1.11.0	E3-SEC-ES-ADV	Cisco Secure Email Advantage	1	0.00	0.00
1.11.1.0	E3S-ES-ADV-CES	Security EA 3.0 Cisco Secure Email Cloud Advantage Unit Price: 11.08 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	3500	55.40	193,900.00
1.11.2.0	SVS-E3-EMAIL-B	Basic Software Support for Secure Email	1	0.00	0.00
1.12.0	E3-ES-ADV-SVS2	Cisco Services Portfolio: Secure Email Advantage T2	1	0.00	0.00
1.12.1.0	E3-CX-ES-ADV-T2SCE	SVCS Portfolio T2 Secure EML SWSS Enhanced ADV Support - CLD Unit Price: 991.01 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	59,460.60	59,460.60
1.12.2.0	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	0.00	0.00
1.13.0	E3-SEC-ISE	Security EA 3.0 Identity Service Engine	1	0.00	0.00
1.13.1.0	E3S-ISE-ESS	Security EA 3.0 ISE Essentials Subscription Unit Price: 0.51 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	100	2.55	255.00
1.13.2.0	E3S-ISE-ADV	Security EA 3.0 ISE Advantage Subscription Unit Price: 3.11 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	2500	15.55	38,875.00
1.13.3.0	E3S-ISE-PRM	Security EA 3.0 ISE Premier Subscription Unit Price: 4.82 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	2500	24.10	60,250.00
1.13.4.0	SVS-E3S-ISE-B	Basic Software Support for ISE	1	0.00	0.00
1.14.0	E3-ISE-SVS2	Cisco Services Portfolio: Identity Services Engine T2	1	0.00	0.00
1.14.1.0	E3-CX-ISE-T2SWE	SVCS Portfolio T2 ISE SWSS Enhanced SW Support - OnPrem Unit Price: 508.48 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	30,508.80	30,508.80
1.14.2.0	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	0.00	0.00
1.15.0	E3-SEC-CTIR	Cisco EA 3.0 - Security - CTIR Suite	1	0.00	0.00
1.15.1.0	E3-SEC-C-CTIR	Cisco EA 3.0 Security - Cisco Talos Incident Response Unit Price: 10.71 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	120	642.60	77,112.00

NETSYNC

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Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ456054-03

Quote #:	AAAQ456054-03
Date:	05/28/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
1.15.2.0	E3-SEC-CTIR-SVS1	Cisco EA 3.0 Security - Cisco Talos Incident Response	1	0.00	0.00
1.16.0	E3-SEC-UMBDNSE	Security EA 3.0 Umbrella DNS Essentials	1	0.00	0.00
1.16.1.0	E3S-UMB-DNSE	Security EA 3.0 Umbrella DNS Essentials Unit Price: 8.75 Each per Year Duration: 5 Years, Billing Frequency: Prepaid	4430	43.75	193,812.50
1.17.0	E3-UMBDNSE-SVS2	Cisco Services Portfolio: Umbrella DNS Essentials T2	1	0.00	0.00
1.17.1.0	E3-CX-EAMSC	SVCS Portfolio EA Management Service Cisco	1	0.00	0.00
1.17.2.0	E3-CX-UMBE-T2SWE	SVCS Portfolio T2 Umbrella DNS ESS SWSS E SW Support - Cloud Unit Price: 990.82 Each per Month Duration: 5 Years, Billing Frequency: Prepaid	1	59,449.20	59,449.20

Notes: 220056927-157690-08

Security EA Renewal 2025 - 3.12.25

1st Year Payment: 581,495.49
2nd Year Payment: 581,495.49
3rd Year Payment: 581,495.49
4th Year Payment: 581,495.49
5th Year Payment: 581,495.49

Cisco Systems TX | DIR-CPO-5347

Total	2,907,477.45
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	2,907,477.45

CERTIFICATE *of* SIGNATURE

REF. NUMBER
F8IAD-7EZWF-KI8UT-GAOPF

DOCUMENT COMPLETED BY ALL PARTIES ON
03 JUN 2025 00:41:49 UTC

SIGNER

NICOLE NORDHOUGEN

EMAIL
N.LEGAL@NETSYNC.COM

TIMESTAMP

SENT
02 JUN 2025 15:08:02 UTC
VIEWED
03 JUN 2025 00:41:30 UTC
SIGNED
03 JUN 2025 00:41:49 UTC

SIGNATURE

Nicole Nordhougen

IP ADDRESS
184.99.158.224

LOCATION
FARGO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 JUN 2025 00:41:30 UTC



DOCUMENT CHECKLIST

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS
(NO FRONT & BACK COPIES, PLEASE)

RETURN ALL ORIGINALS TO:

NETSYNC
DEVIN NOOE
2500 WEST LOOP SOUTH, STE. 410/510
HOUSTON, TX 77027

- Notice and Acknowledgment of Assignment**
- Addendum/Amendment No. 1 to Master Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Addendum/Amendment No. 2 to Master Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Supplement Schedule No. 1** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Description and Payment Schedule – Exhibit 1 & Exhibit A**
- Lessee’s Counsel’s Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- Lessee’s General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- Payment of Proceeds Instructions – Exhibit 4.** Lessee to make as many copies as are needed to pay all vendors for this transaction and fill out with their payment information. Execute signature block at the bottom of the page.
 - IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.
- Acceptance Certificate – Exhibit 5.** The date that all equipment is delivered, installed and accepted is the date that should be placed on the “DATE” line. If moneys are being deposited into escrow this exhibit should be held and returned with the final disbursement from the escrow account.
- Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- Invoice for First Payment** - Included for your convenience.

NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

NETSYNC and Fort Bend County ("Lessee") have entered into that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement), dated June 15, 2025 and related Supplementary Schedule No. 1 dated June 15, 2025 (together, the "Agreement") under which Lessee has, or will have prior to its execution hereof, leased Property (the "Property") described in Exhibit A to the Agreement.

Lessee is hereby notified that NETSYNC has assigned its interest in the Agreement, in the leased Property, and in the Rental Payments and all other amounts provided for under the Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which NETSYNC's Purchaser ("Purchaser") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"PURCHASER"

U.S. Bancorp Government Leasing and Finance, Inc.
 PO Box 959067
 St. Louis, MO 63179-9067

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against NETSYNC or Purchaser.

Lessee further agrees that Purchaser has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Property. Lessee agrees that no change may be made to the Agreement without the prior written consent of the Purchaser.

In signing this, Lessee warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

Lessor: NETSYNC	Lessee: Fort Bend County
By: <i>Nicole Nordhougen</i>	By: <i>KP George</i>
Printed Name: Nicole Nordhougen	Printed Name: KP George
Title: General Counsel	Title: Fort Bend County Judge
Date: 06 / 02 / 2025	Date: June 10, 2025

ADDENDUM No. 1 (TEXAS)
Master Lease Agreement

THIS ADDENDUM, which is entered into as of June 15, 2025 between NETSYNC("Lessor") and Fort Bend County ("Lessee"), is intended to supplement the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Lessor and Lessee agree that lease participation certificates in any Supplementary Schedule shall not be issued without the approval of the Texas Attorney General.

In accordance with Subtitle F, Title 10, Chapter 2274 of the Texas Government Code (the "Firearms Non-Discrimination Act"), Lessor hereby verifies that (a) neither it nor any of its affiliates that are included in the definition of "Company" contained in the Firearms Non-Discrimination Act (each, an "Affiliate") has a practice, policy, guidance or other directive that discriminates against a firearm entity or firearm trade association, and (b) neither it nor any of its Affiliates will discriminate during the term of the Master Agreement against a firearm entity or firearm trade association. Terms used without definition in this paragraph have the meanings given in the Firearms Non-Discrimination Act.

No Discrimination Against Fossil Fuel Companies. The Lessor represents that, to the extent this Agreement constitutes a contract for goods or services having a value of \$100,000 or more that is to be paid wholly or partly from public funds of the Lessee and for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Lessor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Lessor to comply with such Section. The foregoing verification is made solely to enable Lessee to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall have the meaning set forth in Section 809.001, Texas Government Code.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	<i>Robert E. Sturdivant</i>
Name:	Robert E. Sturdivant
Title:	County Auditor

Attest:	
By	<i>Amy Hartman</i>
Name:	Amy Hartman
Title:	First Asst. County Auditor

ADDENDUM No. 2 (SOFTWARE)

Master Lease Agreement

THIS ADDENDUM, which is entered into as of June 15, 2025 between NETSYNC (“Lessor”) and Fort Bend County (“Lessee”), is intended to modify and supplement the Supplementary Schedule No. 1 (the “Supplementary Schedule”), pursuant to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the “Master Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement and the Supplementary Schedule.

With respect to the Equipment under the Supplementary Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Lessee by a third-party software licensor (“Licensor”) identified on the Supplementary Schedule of certain software (the “Licensed Software”) and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services (“Services”), all as further described in the software license agreement identified on the Supplementary Schedule (“License Agreement”). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Supplementary Schedule (“Fees”) are owed by Lessee to Licensor pursuant to the License Agreement. Lessee and Lessor have agreed that instead of Lessee paying the Fees to Licensor, Lessor will satisfy Lessee’s obligation to pay the Fees to Licensor and, in consideration thereof, Lessee agrees to pay to Lessor certain installment payments, which are included in the Lease Payments set forth on the Supplementary Schedule. The Licensed Software and Services are collectively referred to herein as the “Financed Items.” The Supplementary Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Lessee grants Lessor a security interest in Lessee’s rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Lessee’s obligations to Lessor of every kind or nature under the Supplementary Schedule. References to “Equipment” in the Master Agreement, Supplementary Schedule and related documents shall not be interpreted to mean that Lessor has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Master Agreement and the Addendum. All of Lessee’s obligations under the Supplementary Schedule with respect to Equipment shall extend to Financed Items. Ownership of any Licensed Software financed by Lessor shall remain with the Licensor and Lessee’s rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Supplementary Schedule and Master Agreement. Any Services shall be performed by a third-party service provider unrelated to Lessor, and not by Lessor. **IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE’S OBLIGATIONS UNDER THE SUPPLEMENTARY SCHEDULE AND MASTER AGREEMENT.**

3. Upon payment by Lessee to Lessor of all amounts due and payable under the Supplementary Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Supplementary Schedule or Master Agreement shall terminate.

4. Lessee acknowledges that Lessor did not select, develop, manufacture, distribute or license the Licensed Software. Lessee has made the selection of such Licensed Software based upon its own skill and judgment. **LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY LESSEE AND THE EXERCISE OF REMEDIES BY LESSOR, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.**

5. The following shall consist of an Event of Default as defined in Section 23 of the Master Agreement: (h) a default by Lessee under the provisions of the License Agreement; or (i) any termination of the License Agreement.

6. The following shall consist of additional remedies under Section 24 of the Master Agreement: (E) Lessor shall have the right to require Lessee to immediately cease any and all use of the Licensed Software regardless of whether Lessee is in default of its obligations under the License Agreement and Lessee shall, at Lessor’s option, either (i) deliver to Lessor certification executed by a duly authorized officer of Lessee certifying that Lessee has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Lessor at a place designated by Lessor; in the event Lessee is entitled to transfer the right to use the Licensed Software to any third party, Lessee hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Lessor and acknowledges that Lessee shall have no right to fees payable by any third party in connection with such transfer; (F) Lessor

shall have reasonable access to property of Lessee with which the Licensed Software was used to assure compliance with item (E), above; (G) Lessor shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR OR LICENSOR WITH RESPECT THERETO.

7. To induce Lessor to satisfy Lessee's obligations, Lessee represents and warrants that (i) the Licensed Software has been delivered and accepted by Lessee and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Supplementary Schedule or to Lessee's obligations under the Supplementary Schedule have been satisfied, and that Lessee has no defenses, set offs or counterclaims to any such obligations, and that the Supplementary Schedule is in full force and effect; and (iii) Lessor is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Lessor's remitting or becoming obligated to remit such payment, Lessor will have fully and satisfactorily performed and satisfied all its obligations under the Supplementary Schedule with respect to said Licensed Software and/or Services.

8. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Master Agreement or Supplementary Schedule, the terms of this Addendum shall control as to the Financed Items only.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	<i>Robert E. Sturdivant</i>
Name:	Robert E. Sturdivant
Title:	County Auditor

Attest:
By <i>Amy Hartman</i>
Name: Amy Hartman
Title: First Asst. County Auditor

Supplementary Schedule No. 1

Master Lease Agreement

This **Supplementary Schedule No. 1** between NETSYNC, and Fort Bend County is entered into as of the Commencement Date set forth below, pursuant to that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement").

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Supplementary Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Equipment and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Supplementary Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Supplementary Schedule, the provisions of this Supplementary Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Supplementary Schedule is June 15, 2025.
3. Equipment Description and Payment Schedule. The Equipment subject to this Supplementary Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rent Payment Schedule for this Supplementary Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Supplementary Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Supplementary Schedule shall be subject to prepayment in whole at any time by payment of the applicable Stipulated Loss Value set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Reserved.
10. Reserved.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Supplementary Schedule if the fully executed, original Master Agreement (including this Supplementary Schedule and all ancillary documents) is not received by Lessor at its place of business by July 11, 2025.
12. Waiver of Jury Trial. Unless prohibited by law, Lessor and Lessee hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Supplementary Schedule or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof and thereof.
13. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Supplementary Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Supplementary Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Supplementary Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.
14. Electronic Transactions. Lessor and Lessee hereby agree that this Agreement, any Property Schedule entered into hereunder, and any other document or instrument entered into in connection herewith or therewith may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Agreement, any Property Schedule and such other documents or instruments to embody the entire agreement and the understanding between Lessor and Lessee. Lessee agrees not to raise as a defense to the enforcement of this Agreement, any Property Schedule or any other document or instrument that it was executed or authenticated by electronic or digital means or that Lessee used facsimile or other electronic means to transmit Lessee's signature thereon. To the extent that Lessor accepts, in its sole discretion, any Property Schedule bearing Lessee's electronic signature, Lessor shall have the sole right and discretion to mark a tangible counterpart hereof bearing Lessor's manual or electronic signature as the "Original" and, to the extent the Property Schedule constitutes chattel paper (as defined by the UCC), perfection of a security interest in the Property Schedule by possession can only be accomplished by possession of the counterpart marked "Original". To the extent that any Property Schedule has been authenticated by Lessor and Lessee in accordance with applicable law and exists as an electronic record that is controlled by Lessor (or any assignee of Lessor), such electronic record shall (pursuant to the rules and regulations of eOriginal, Inc.) constitute the original authoritative version of such Property Schedule; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide, then the "Paper Out" printed version of such Property Schedule as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole authoritative version. Notwithstanding anything to the contrary herein, Lessor reserves the right to require Lessee to sign any document or instrument manually and to deliver to Lessor an original of this Agreement, any Property Schedule or other document or instrument. Lessee agrees to provide Lessor with such certificates of incumbency, certificates of completion, and metadata or other information from the electronic signature platform used by Lessee as Lessor shall request in order to confirm the due execution of this Agreement, any Property Schedule or other document or instrument, and shall cooperate with Lessor in obtaining any information or evidence from the provider of such electronic signature platform as Lessor may reasonably request.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Supplementary Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	<i>Robert E. Sturdivant</i>
Name:	Robert E. Sturdivant
Title:	County Auditor

Attest:
By <i>Amy Hartman</i>
Name: Amy Hartman
Title: First Asst. County Auditor

EXHIBIT 1

Equipment Description and Payment Schedule

Re: **Supplementary Schedule No. 1** between NETSYNC and Fort Bend County to Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement)

THE EQUIPMENT IS AS FOLLOWS: The Equipment as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

EQUIPMENT LOCATION:

301 Jackson, St

Address

Richmond, TX 77469

City, State Zip Code

USE: Cisco EA - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

Total Principal Amount: \$2,907,477.45

Payment No.	Payment Due Date	Installment Payment	Outstanding Principal (with Installment Payment on Due Date)
1	11/15/2025	581,495.49	NA
2	11/15/2026	581,495.49	1,599,494.84
3	11/15/2027	581,495.49	1,097,323.92
4	11/15/2028	581,495.49	564,771.67
5	11/15/2029	581,495.49	0.00

Interest Rate: 0.00%


Lessee: Fort Bend County
By: 
Name: Robert E. Sturdivant
Title: County Auditor

EXHIBIT A

Equipment Description

Equipment as described in NETSYNC's Quote No. AAAQ456054-02, dated March 24, 2025.



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

(281) 341-4555
Fax (281) 341-4557

June 11, 2025

NETSYNC

2500 West Loop South, Ste. 410/510
Houston, TX 77027

Fort Bend County
301 Jackson St., Suite 701
Richmond, Texas 77469
Attention: Shelley Hughes

RE: Supplementary Schedule No. 1 dated as of June 15, 2025 (the "Supplementary Schedule") between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Lease").

Ladies and Gentlemen:

We have acted as special counsel to Fort Bend County ("Lessee"), in connection with the execution of the Supplementary Schedule dated as of June 15, 2025 between Fort Bend County, as lessee, and NETSYNC as lessor ("Lessor"), pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Supplementary Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Supplementary Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Supplementary Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Supplementary Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Supplementary Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Equipment subject to the Supplementary Schedule, and has entered into the Master Agreement and the Supplementary Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Supplementary Schedule.

7. The Master Agreement and the Supplementary Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Supplementary Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Supplementary Schedule, or the validity of the Master Agreement or the Supplementary Schedule, or the payment of principal of or interest on, the Supplementary Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Supplementary Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Supplementary Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Supplementary Schedule.

Very truly yours,

By: 

Name: BRIDGETTE-SMITH LAWSON

Title: FORT BEND COUNTY ATTORNEY

Dated: 06/11/2025

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Supplementary Schedule No. 1** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

The undersigned, being the duly elected, qualified and acting County Auditor
(Title of Person to Execute Lease/Purchase Agreement)
of the Fort Bend County ("Lessee") does hereby certify, as of June 15, 2025, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Supplementary Schedule (the "Supplementary Schedule") to the Master Lease by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Supplementary Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Supplementary Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Supplementary Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Supplementary Schedule or any other Supplementary Schedules under the Master Agreement.


4. The acquisition of all of the Equipment under the Supplementary Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Supplementary Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Supplementary Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Supplementary Schedule, or the validity of the Master Agreement or the Supplementary Schedule, or the payment of principal of or interest on, the Supplementary Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Supplementary Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Supplementary Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 15, 2025.

Fort Bend County

By 
Signature of Person to Execute Lease/Purchase Agreement

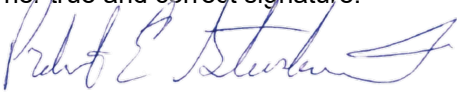
Robert E. Sturdivant, County Auditor
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Supplementary Schedule No. 1** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Fort Bend County ("Lessee") does hereby certify, as of June 15, 2025, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Supplementary Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

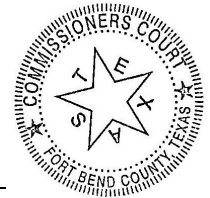


Robert E. Sturdivant, County Auditor

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 15, 2025.



County Clerk

Print Name and Title: Laura Richard, Fort Bend County Clerk

EXHIBIT 5

Acceptance Certificate

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027


Re: **Supplementary Schedule No. 1** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

Ladies and Gentlemen:

In accordance with the above-referenced Master Agreement and Supplementary Schedule, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, NETSYNC ("Lessor"), as follows:

- (1) The Equipment, as such term is defined in the above-referenced Supplementary Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: June 11, 2025

Lessee: Fort Bend County
By: 
Name: Robert E. sturdivnat
Title: County Auditor

Language for UCC Financing Statements

Supplementary Schedule No. 1

SECURED PARTY: NETSYNC

DEBTOR: Fort Bend County

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Supplementary Schedule No. 1 dated June 15, 2025 between Debtor, as Lessee, and Secured Party, as Lessor, to that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement), together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.


Debtor has no right to dispose of the equipment.

Notification of Tax Treatment to Master Lease Agreement

This **Notification of Tax Treatment** is pursuant to the **Supplementary Schedule No. 1** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement).

- _____ Lessee agrees that this Supplementary Schedule SHOULD be subject to sales/use taxes
- X _____ Lessee agrees that this Supplementary Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- _____ Lessee agrees that this Supplementary Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Supplementary Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Supplementary Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: Fort Bend County
By: 
Name: Robert E. Sturdivant
Title: County Auditor



Government Leasing and Finance, Inc.

FIRST PAYMENT INVOICE

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

SCHEDULE NUMBER: TBD

DUE DATE: November 15, 2025

CREATE DATE: May 1, 2025

AMOUNT DUE: \$581,495.49

Fort Bend County
301 Jackson St., Suite 701
Richmond, TX 77469
Attention: Accounts Payable Dept.
Customer Phone Number: 281-341-8621

U.S. Bancorp Government Leasing and Finance, Inc.
P.O. Box 959067
St. Louis, MO 63101-9067

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

ALL PAYMENTS MUST BE SENT TO THIS ADDRESS:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
PO BOX 959067
ST. LOUIS, MO 63101**

Overnight Address:

U.S. Bancorp Government Leasing and Finance, Inc.
P.O. Box 959067
3180 Rider Trail S.
Earth City, MO 63045

ACCOUNT: TBD
AMOUNT DUE: \$581,495.49
DUE DATE: November 15, 2025
CREATE DATE: May 1, 2025

INVOICE SUMMARY

Current Charges	\$581,495.49
Total Due	\$581,495.49

TOTAL AMOUNT DUE THIS INVOICE MUST BE PAID WITHIN TEN (10) DAYS TO AVOID LATE CHARGES

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ZTHLV-2DK95-8MDAN-MCUVZ

DOCUMENT COMPLETED BY ALL PARTIES ON
03 JUN 2025 00:41:14 UTC

SIGNER

NICOLE NORDHOUGEN

EMAIL
NLEGAL@NETSYNC.COM

TIMESTAMP

SENT
02 JUN 2025 22:25:06 UTC
VIEWED
03 JUN 2025 00:40:12 UTC
SIGNED
03 JUN 2025 00:41:14 UTC

SIGNATURE

Nicole Nordhougen

IP ADDRESS
184.99.158.224

LOCATION
FARGO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 JUN 2025 00:40:12 UTC



DOCUMENT CHECKLIST

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS
(NO FRONT & BACK COPIES, PLEASE)

RETURN ALL ORIGINALS TO:

NETSYNC
DEVIN NOOE
2500 WEST LOOP SOUTH, STE. 410/510
HOUSTON, TX 77027

- Notice and Acknowledgment of Assignment**
- Addendum/Amendment No. 1 to Master Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Addendum/Amendment No. 2 to Master Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Supplement Schedule No. 2** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Description and Payment Schedule – Exhibit 1 and Exhibit A**
- Lessee’s Counsel’s Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- Lessee’s General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- Payment of Proceeds Instructions – Exhibit 4.** Lessee to make as many copies as are needed to pay all vendors for this transaction and fill out with their payment information. Execute signature block at the bottom of the page.
 - IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.
- Acceptance Certificate – Exhibit 5.** The date that all equipment is delivered, installed and accepted is the date that should be placed on the “DATE” line. If moneys are being deposited into escrow this exhibit should be held and returned with the final disbursement from the escrow account.
- Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- Invoice for First Payment** - Included for your convenience.

NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

NETSYNC and Fort Bend County ("Lessee") have entered into that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement), dated June 15, 2025 and related Supplementary Schedule No. 2 dated June 15, 2025 (together, the "Agreement") under which Lessee has, or will have prior to its execution hereof, leased Property (the "Property") described in Exhibit A to the Agreement.

Lessee is hereby notified that NETSYNC has assigned its interest in the Agreement, in the leased Property, and in the Rental Payments and all other amounts provided for under the Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which NETSYNC's Purchaser ("Purchaser") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"PURCHASER"

U.S. Bancorp Government Leasing and Finance, Inc.
 PO Box 959067
 St. Louis, MO 63179-9067

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against NETSYNC or Purchaser.

Lessee further agrees that Purchaser has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Property. Lessee agrees that no change may be made to the Agreement without the prior written consent of the Purchaser.

In signing this, Lessee warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

Lessor: NETSYNC	Lessee: Fort Bend County
By: <i>Nicole Nordhougen</i>	By: <i>Robert E. Sturdivant</i>
Printed Name: Nicole Nordhougen	Printed Name: Robert E. Sturdivant
Title: General Counsel	Title: County Auditor
Date: 06 / 02 / 2025	Date: 06/11/2025

ADDENDUM No. 1 (TEXAS) Master Lease Agreement

THIS ADDENDUM, which is entered into as of June 15, 2025 between NETSYNC (“Lessor”) and Fort Bend County (“Lessee”), is intended to supplement the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the “Master Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Lessor and Lessee agree that lease participation certificates in any Supplementary Schedule shall not be issued without the approval of the Texas Attorney General.

In accordance with Subtitle F, Title 10, Chapter 2274 of the Texas Government Code (the “Firearms Non-Discrimination Act”), Lessor hereby verifies that (a) neither it nor any of its affiliates that are included in the definition of “Company” contained in the Firearms Non-Discrimination Act (each, an “Affiliate”) has a practice, policy, guidance or other directive that discriminates against a firearm entity or firearm trade association, and (b) neither it nor any of its Affiliates will discriminate during the term of the Master Agreement against a firearm entity or firearm trade association. Terms used without definition in this paragraph have the meanings given in the Firearms Non-Discrimination Act.

No Discrimination Against Fossil Fuel Companies. The Lessor represents that, to the extent this Agreement constitutes a contract for goods or services having a value of \$100,000 or more that is to be paid wholly or partly from public funds of the Lessee and for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Lessor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Lessor to comply with such Section. The foregoing verification is made solely to enable Lessee to comply with such Section. As used in the foregoing verification, “boycott energy companies” shall have the meaning set forth in Section 809.001, Texas Government Code.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	<i>Robert E. Sturdivant</i>
Name:	Robert E. Sturdivant
Title:	County Auditor

Attest:	
By	<i>Amy Hartman</i>
Name:	Amy Hartman
Title:	First Asst. County Auditor

Type text here

ADDENDUM No. 2 (SOFTWARE)

Master Lease Agreement

THIS ADDENDUM, which is entered into as of June 15, 2025 between NETSYNC (“Lessor”) and Fort Bend County (“Lessee”), is intended to modify and supplement the Supplementary Schedule No. 2 (the “Supplementary Schedule”), pursuant to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the “Master Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement and the Supplementary Schedule.

With respect to the Equipment under the Supplementary Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Lessee by a third-party software licensor (“Licensor”) identified on the Supplementary Schedule of certain software (the “Licensed Software”) and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services (“Services”), all as further described in the software license agreement identified on the Supplementary Schedule (“License Agreement”). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Supplementary Schedule (“Fees”) are owed by Lessee to Licensor pursuant to the License Agreement. Lessee and Lessor have agreed that instead of Lessee paying the Fees to Licensor, Lessor will satisfy Lessee’s obligation to pay the Fees to Licensor and, in consideration thereof, Lessee agrees to pay to Lessor certain installment payments, which are included in the Lease Payments set forth on the Supplementary Schedule. The Licensed Software and Services are collectively referred to herein as the “Financed Items.” The Supplementary Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Lessee grants Lessor a security interest in Lessee’s rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Lessee’s obligations to Lessor of every kind or nature under the Supplementary Schedule. References to “Equipment” in the Master Agreement, Supplementary Schedule and related documents shall not be interpreted to mean that Lessor has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Master Agreement and the Addendum. All of Lessee’s obligations under the Supplementary Schedule with respect to Equipment shall extend to Financed Items. Ownership of any Licensed Software financed by Lessor shall remain with the Licensor and Lessee’s rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Supplementary Schedule and Master Agreement. Any Services shall be performed by a third-party service provider unrelated to Lessor, and not by Lessor. IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE’S OBLIGATIONS UNDER THE SUPPLEMENTARY SCHEDULE AND MASTER AGREEMENT.

3. Upon payment by Lessee to Lessor of all amounts due and payable under the Supplementary Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Supplementary Schedule or Master Agreement shall terminate.

4. Lessee acknowledges that Lessor did not select, develop, manufacture, distribute or license the Licensed Software. Lessee has made the selection of such Licensed Software based upon its own skill and judgment. LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY LESSEE AND THE EXERCISE OF REMEDIES BY LESSOR, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

5. The following shall consist of an Event of Default as defined in Section 23 of the Master Agreement: (h) a default by Lessee under the provisions of the License Agreement; or (i) any termination of the License Agreement.

6. The following shall consist of additional remedies under Section 24 of the Master Agreement: (E) Lessor shall have the right to require Lessee to immediately cease any and all use of the Licensed Software regardless of whether Lessee is in default of its obligations under the License Agreement and Lessee shall, at Lessor’s option, either (i) deliver to Lessor certification executed by a duly authorized officer of Lessee certifying that Lessee has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Lessor at a place designated by Lessor; in the event Lessee is entitled to transfer the right to use the Licensed Software to any third party, Lessee hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Lessor and acknowledges that Lessee shall have no right to fees payable by any third party in connection with such transfer; (F) Lessor

shall have reasonable access to property of Lessee with which the Licensed Software was used to assure compliance with item (E), above; (G) Lessor shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR OR LICENSOR WITH RESPECT THERETO.

7. To induce Lessor to satisfy Lessee's obligations, Lessee represents and warrants that (i) the Licensed Software has been delivered and accepted by Lessee and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Supplementary Schedule or to Lessee's obligations under the Supplementary Schedule have been satisfied, and that Lessee has no defenses, set offs or counterclaims to any such obligations, and that the Supplementary Schedule is in full force and effect; and (iii) Lessor is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Lessor's remitting or becoming obligated to remit such payment, Lessor will have fully and satisfactorily performed and satisfied all its obligations under the Supplementary Schedule with respect to said Licensed Software and/or Services.

8. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Master Agreement or Supplementary Schedule, the terms of this Addendum shall control as to the Financed Items only.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	<i>Robert E. Sturdivant</i>
Name:	Robert E. Sturdivant
Title:	County Auditor

Attest:
By <i>Amy Hartman</i>
Name: Amy Hartman
Title: First Asst. County Auditor

Supplementary Schedule No. 2

Master Lease Agreement

This **Supplementary Schedule No. 2** between NETSYNC, and Fort Bend County is entered into as of the Commencement Date set forth below, pursuant to that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement").

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Supplementary Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Equipment and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Supplementary Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Supplementary Schedule, the provisions of this Supplementary Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Supplementary Schedule is June 15, 2025.
3. Equipment Description and Payment Schedule. The Equipment subject to this Supplementary Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rent Payment Schedule for this Supplementary Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Supplementary Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Supplementary Schedule shall be subject to prepayment in whole at any time by payment of the applicable Stipulated Loss Value set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Reserved.
10. Reserved.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Supplementary Schedule if the fully executed, original Master Agreement (including this Supplementary Schedule and all ancillary documents) is not received by Lessor at its place of business by July 11, 2025.
12. Waiver of Jury Trial. Unless prohibited by law, Lessor and Lessee hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Supplementary Schedule or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof and thereof.
13. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Supplementary Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Supplementary Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Supplementary Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.
14. Electronic Transactions. Lessor and Lessee hereby agree that this Agreement, any Property Schedule entered into hereunder, and any other document or instrument entered into in connection herewith or therewith may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Agreement, any Property Schedule and such other documents or instruments to embody the entire agreement and the understanding between Lessor and Lessee. Lessee agrees not to raise as a defense to the enforcement of this Agreement, any Property Schedule or any other document or instrument that it was executed or authenticated by electronic or digital means or that Lessee used facsimile or other electronic means to transmit Lessee's signature thereon. To the extent that Lessor accepts, in its sole discretion, any Property Schedule bearing Lessee's electronic signature, Lessor shall have the sole right and discretion to mark a tangible counterpart hereof bearing Lessor's manual or electronic signature as the "Original" and, to the extent the Property Schedule constitutes chattel paper (as defined by the UCC), perfection of a security interest in the Property Schedule by possession can only be accomplished by possession of the counterpart marked "Original". To the extent that any Property Schedule has been authenticated by Lessor and Lessee in accordance with applicable law and exists as an electronic record that is controlled by Lessor (or any assignee of Lessor), such electronic record shall (pursuant to the rules and regulations of eOriginal, Inc.) constitute the original authoritative version of such Property Schedule; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide, then the "Paper Out" printed version of such Property Schedule as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole authoritative version. Notwithstanding anything to the contrary herein, Lessor reserves the right to require Lessee to sign any document or instrument manually and to deliver to Lessor an original of this Agreement, any Property Schedule or other document or instrument. Lessee agrees to provide Lessor with such certificates of incumbency, certificates of completion, and metadata or other information from the electronic signature platform used by Lessee as Lessor shall request in order to confirm the due execution of this Agreement, any Property Schedule or other document or instrument, and shall cooperate with Lessor in obtaining any information or evidence from the provider of such electronic signature platform as Lessor may reasonably request.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Supplementary Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	<i>Robert E. Sturdivant</i>
Name:	Robert E. Sturdivant
Title:	County Auditor

Attest:
By <i>Amy Hartman</i>
Name: Amy Hartman
Title: First Asst. County Auditor

EXHIBIT 1

Equipment Description and Payment Schedule

Re: **Supplementary Schedule No. 2** between NETSYNC and Fort Bend County to Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement)

THE EQUIPMENT IS AS FOLLOWS: The Equipment as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

EQUIPMENT LOCATION:

301 Jackson, St

Address

Richmond, TX 77469

City, State Zip Code

USE: Cisco EA - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

Total Principal Amount: \$1,302,810.00

Payment No.	Payment Due Date	Installment Payment	Outstanding Principal (with Installment Payment on Due Date)
1	11/15/2025	260,562.00	NA
2	11/15/2026	260,562.00	716,716.78
3	11/15/2027	260,562.00	491,699.29
4	11/15/2028	260,562.00	253,068.23
5	11/15/2029	260,562.00	0.00

Interest Rate: 0.00%

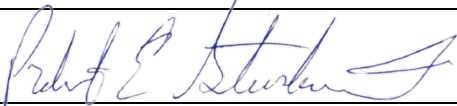
Lessee: Fort Bend County
By: 
Name: Robert E. Sturdivant
Title: County Auditor

EXHIBIT A

Equipment Description

Equipment as described in NETSYNC's Quote No. AAAQ455931-02, dated March 24, 2025.



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

(281) 341-455
Fax (281) 341-455

June 11, 2025

NETSYNC

2500 West Loop South, Ste. 410/510
Houston, TX 77027

Fort Bend County
301 Jackson St., Suite 701
Richmond, Texas 77469
Attention: Shelley Hughes

RE: Supplementary Schedule No. 2 dated as of June 15, 2025 (the "Supplementary Schedule") between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Lease").

Ladies and Gentlemen:

We have acted as special counsel to Fort Bend County ("Lessee"), in connection with the execution of the Supplementary Schedule dated as of June 15, 2025, between Fort Bend County, as lessee, and NETSYNC as lessor ("Lessor"), pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Supplementary Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Supplementary Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Supplementary Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Supplementary Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Supplementary Schedule, the execution

thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Equipment subject to the Supplementary Schedule, and has entered into the Master Agreement and the Supplementary Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Supplementary Schedule.

7. The Master Agreement and the Supplementary Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Supplementary Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Supplementary Schedule, or the validity of the Master Agreement or the Supplementary Schedule, or the payment of principal of or interest on, the Supplementary Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Supplementary Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Supplementary Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Supplementary Schedule.

Very truly yours,

By: 

Name: BRIDGETTE-SMITH LAWSON

Title: FORT BEND COUNTY ATTORNEY

Dated: 06/11/2025

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Supplementary Schedule No. 2** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

The undersigned, being the duly elected, qualified and acting County Auditor
(Title of Person to Execute Lease/Purchase Agreement)
of the Fort Bend County ("Lessee") does hereby certify, as of June 15, 2025, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Supplementary Schedule (the "Supplementary Schedule") to the Master Lease by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Supplementary Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Supplementary Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Supplementary Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Supplementary Schedule or any other Supplementary Schedules under the Master Agreement.

4. The acquisition of all of the Equipment under the Supplementary Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Supplementary Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Supplementary Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Supplementary Schedule, or the validity of the Master Agreement or the Supplementary Schedule, or the payment of principal of or interest on, the Supplementary Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Supplementary Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Supplementary Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 15, 2025.

Fort Bend County

By 
Signature of Person to Execute Lease/Purchase Agreement

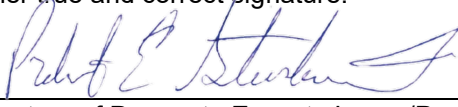
Robert E. Sturdivant, County Auditor
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Supplementary Schedule No. 2** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Fort Bend County ("Lessee") does hereby certify, as of June 15, 2025, as follows:

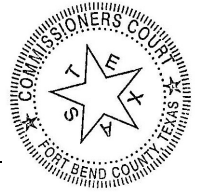
As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Supplementary Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.


(Signature of Person to Execute Lease/Purchase Agreement)

Robert E. Sturdivant, County Auditor
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 15, 2025.


County Clerk



Print Name
and Title: Laura Richard, Fort Bend County Clerk

EXHIBIT 5

Acceptance Certificate

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027


Re: **Supplementary Schedule No. 2** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

Ladies and Gentlemen:

In accordance with the above-referenced Master Agreement and Supplementary Schedule, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, NETSYNC ("Lessor"), as follows:

- (1) The Equipment, as such term is defined in the above-referenced Supplementary Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: June 11, 2025

Lessee: Fort Bend County
By: 
Name: Robert E. Sturdivant
Title: County Auditor

Language for UCC Financing Statements

Supplementary Schedule No. 2

SECURED PARTY: NETSYNC

DEBTOR: Fort Bend County

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Supplementary Schedule No. 2 dated June 15, 2025 between Debtor, as Lessee, and Secured Party, as Lessor, to that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement), together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.


Debtor has no right to dispose of the equipment.

Notification of Tax Treatment to Master Lease Agreement

This **Notification of Tax Treatment** is pursuant to the **Supplementary Schedule No. 2** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement).

- _____ Lessee agrees that this Supplementary Schedule SHOULD be subject to sales/use taxes
- X Lessee agrees that this Supplementary Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- _____ Lessee agrees that this Supplementary Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Supplementary Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Supplementary Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: Fort Bend County
By: 
Name: Robert E. Sturdivant
Title: County Auditor



Government Leasing and Finance, Inc.

FIRST PAYMENT INVOICE

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

SCHEDULE NUMBER: TBD

DUE DATE: November 15, 2025

CREATE DATE: May 1, 2025

AMOUNT DUE: \$260,562.00

Fort Bend County
301 Jackson St., Suite 701
Richmond, TX 77469
Attention: Accounts Payable Dept.
Customer Phone Number: 281-341-8621

U.S. Bancorp Government Leasing and Finance, Inc.
P.O. Box 959067
St. Louis, MO 63101-9067

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

ALL PAYMENTS MUST BE SENT TO THIS ADDRESS:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
PO BOX 959067
ST. LOUIS, MO 63101**

Overnight Address:

U.S. Bancorp Government Leasing and Finance, Inc.
P.O. Box 959067
3180 Rider Trail S.
Earth City, MO 63045

ACCOUNT: TBD
AMOUNT DUE: \$260,562.00
DUE DATE: November 15, 2025
CREATE DATE: May 1, 2025

INVOICE SUMMARY

Current Charges	\$260,562.00
Total Due	\$260,562.00

TOTAL AMOUNT DUE THIS INVOICE MUST BE PAID WITHIN TEN (10) DAYS TO AVOID LATE CHARGES

CERTIFICATE *of* SIGNATURE

REF. NUMBER
8ZL5E-WWHCH-PYYKY-DQUUM

DOCUMENT COMPLETED BY ALL PARTIES ON
03 JUN 2025 00:39:53 UTC

SIGNER

NICOLE NORDHOUGEN

EMAIL
NLEGAL@NETSYNC.COM

TIMESTAMP

SENT
02 JUN 2025 22:22:39 UTC
VIEWED
03 JUN 2025 00:38:09 UTC
SIGNED
03 JUN 2025 00:39:53 UTC

SIGNATURE

Nicole Nordhougen

IP ADDRESS
184.99.158.224

LOCATION
FARGO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 JUN 2025 00:38:09 UTC



DOCUMENT CHECKLIST

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS
(NO FRONT & BACK COPIES, PLEASE)

RETURN ALL ORIGINALS TO:

NETSYNC
DEVIN NOOE
2500 WEST LOOP SOUTH, STE. 410/510
HOUSTON, TX 77027

- Notice and Acknowledgment of Assignment**
- Addendum/Amendment No. 1 to Master Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Addendum/Amendment No. 2 to Master Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Supplement Schedule No. 3** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- Property Description and Payment Schedule – Exhibit 1 and Exhibit A**
- Lessee’s Counsel’s Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- Lessee’s General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
- Payment of Proceeds Instructions – Exhibit 4.** Lessee to make as many copies as are needed to pay all vendors for this transaction and fill out with their payment information. Execute signature block at the bottom of the page.
 - IRS Form W-9.** This document should be completed for each vendor being paid. Please make copies and fill out as many as are needed.
- Acceptance Certificate – Exhibit 5.** The date that all equipment is delivered, installed and accepted is the date that should be placed on the “DATE” line. If moneys are being deposited into escrow this exhibit should be held and returned with the final disbursement from the escrow account.
- Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- Invoice for First Payment** - Included for your convenience.

NOTICE AND ACKNOWLEDGMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

NETSYNC and Fort Bend County ("Lessee") have entered into that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement), dated June 15, 2025 and related Supplementary Schedule No. 3 dated June 15, 2025 (together, the "Agreement") under which Lessee has, or will have prior to its execution hereof, leased Property (the "Property") described in Exhibit A to the Agreement.

Lessee is hereby notified that NETSYNC has assigned its interest in the Agreement, in the leased Property, and in the Rental Payments and all other amounts provided for under the Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which NETSYNC's Purchaser ("Purchaser") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"PURCHASER"

U.S. Bancorp Government Leasing and Finance, Inc.
 PO Box 959067
 St. Louis, MO 63179-9067

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to, or requisition of any property leased under the Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against NETSYNC or Purchaser.

Lessee further agrees that Purchaser has not assumed any duties under the Agreement or made any warranties whatsoever as to the Agreement or the Property. Lessee agrees that no change may be made to the Agreement without the prior written consent of the Purchaser.

In signing this, Lessee warrants that its representations and warranties under the Agreement are true and correct on the date hereof.

Lessor: NETSYNC	Lessee: Fort Bend County
By: <i>Nicole Nordhougen</i>	By: <i>Robert E. Sturdivant</i>
Printed Name: Nicole Nordhougen	Printed Name: Robert E. Sturdivant
Title: General Counsel	Title: County Auditor
Date: 06 / 02 / 2025	Date: 06/11/2025

ADDENDUM No. 1 (TEXAS)
Master Lease Agreement

THIS ADDENDUM, which is entered into as of June 15, 2025 between NETSYNC("Lessor") and Fort Bend County ("Lessee"), is intended to supplement the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Lessor and Lessee agree that lease participation certificates in any Supplementary Schedule shall not be issued without the approval of the Texas Attorney General.

In accordance with Subtitle F, Title 10, Chapter 2274 of the Texas Government Code (the "Firearms Non-Discrimination Act"), Lessor hereby verifies that (a) neither it nor any of its affiliates that are included in the definition of "Company" contained in the Firearms Non-Discrimination Act (each, an "Affiliate") has a practice, policy, guidance or other directive that discriminates against a firearm entity or firearm trade association, and (b) neither it nor any of its Affiliates will discriminate during the term of the Master Agreement against a firearm entity or firearm trade association. Terms used without definition in this paragraph have the meanings given in the Firearms Non-Discrimination Act.

No Discrimination Against Fossil Fuel Companies. The Lessor represents that, to the extent this Agreement constitutes a contract for goods or services having a value of \$100,000 or more that is to be paid wholly or partly from public funds of the Lessee and for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Lessor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Lessor to comply with such Section. The foregoing verification is made solely to enable Lessee to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall have the meaning set forth in Section 809.001, Texas Government Code.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	<i>Robert E. Sturdivant</i>
Name:	Robert E. Sturdivant
Title:	County Auditor

Attest:	
By:	<i>Amy Hartman</i>
Name:	Amy Hartman
Title:	First Asst. County Auditor

ADDENDUM No. 2 (SOFTWARE)

Master Lease Agreement

THIS ADDENDUM, which is entered into as of June 15, 2025 between NETSYNC (“Lessor”) and Fort Bend County (“Lessee”), is intended to modify and supplement the Supplementary Schedule No. 3 (the “Supplementary Schedule”), pursuant to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the “Master Agreement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement and the Supplementary Schedule.

With respect to the Equipment under the Supplementary Schedule that is identified as software licenses and related services, the following provisions shall be applicable to such software licenses:

1. This Addendum concerns the license to be granted to Lessee by a third-party software licensor (“Licensor”) identified on the Supplementary Schedule of certain software (the “Licensed Software”) and the provision by Licensor or others of certain services in connection with the Licensed Software, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services (“Services”), all as further described in the software license agreement identified on the Supplementary Schedule (“License Agreement”). Licensed Software fees and related Services fees (if any) in the amounts set forth on the Supplementary Schedule (“Fees”) are owed by Lessee to Licensor pursuant to the License Agreement. Lessee and Lessor have agreed that instead of Lessee paying the Fees to Licensor, Lessor will satisfy Lessee’s obligation to pay the Fees to Licensor and, in consideration thereof, Lessee agrees to pay to Lessor certain installment payments, which are included in the Lease Payments set forth on the Supplementary Schedule. The Licensed Software and Services are collectively referred to herein as the “Financed Items.” The Supplementary Schedule, as amended by the Addendum, is separate from, and independent of, the License Agreement.

2. Lessee grants Lessor a security interest in Lessee’s rights (including any rights as licensee) in any Licensed Software included in any Financed Items as security for all Lessee’s obligations to Lessor of every kind or nature under the Supplementary Schedule. References to “Equipment” in the Master Agreement, Supplementary Schedule and related documents shall not be interpreted to mean that Lessor has or asserts any ownership or other interest in Financed Items, other than the security interest granted in the Master Agreement and the Addendum. All of Lessee’s obligations under the Supplementary Schedule with respect to Equipment shall extend to Financed Items. Ownership of any Licensed Software financed by Lessor shall remain with the Licensor and Lessee’s rights and obligations with respect to such Licensed Software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Supplementary Schedule and Master Agreement. Any Services shall be performed by a third-party service provider unrelated to Lessor, and not by Lessor. IN NO EVENT SHALL LESSOR HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF SUCH THIRD-PARTY SERVICE-PROVIDER TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE’S OBLIGATIONS UNDER THE SUPPLEMENTARY SCHEDULE AND MASTER AGREEMENT.

3. Upon payment by Lessee to Lessor of all amounts due and payable under the Supplementary Schedule, the security interest granted in this Addendum in the Licensed Software shall terminate and any restrictions on use of the Licensed Software under this Addendum, the Supplementary Schedule or Master Agreement shall terminate.

4. Lessee acknowledges that Lessor did not select, develop, manufacture, distribute or license the Licensed Software. Lessee has made the selection of such Licensed Software based upon its own skill and judgment. LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED, AS TO THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE CAUSED BY THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE PURSUANT TO AN EVENT OF DEFAULT BY LESSEE AND THE EXERCISE OF REMEDIES BY LESSOR, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

5. The following shall consist of an Event of Default as defined in Section 23 of the Master Agreement: (h) a default by Lessee under the provisions of the License Agreement; or (i) any termination of the License Agreement.

6. The following shall consist of additional remedies under Section 24 of the Master Agreement: (E) Lessor shall have the right to require Lessee to immediately cease any and all use of the Licensed Software regardless of whether Lessee is in default of its obligations under the License Agreement and Lessee shall, at Lessor’s option, either (i) deliver to Lessor certification executed by a duly authorized officer of Lessee certifying that Lessee has ceased its use of the Licensed Software and Services, or (ii) assemble the Licensed Software and make it available to Lessor at a place designated by Lessor; in the event Lessee is entitled to transfer the right to use the Licensed Software to any third party, Lessee hereby agrees to transfer any such right to use the Licensed Software to any third party selected by Lessor and acknowledges that Lessee shall have no right to fees payable by any third party in connection with such transfer; (F) Lessor

shall have reasonable access to property of Lessee with which the Licensed Software was used to assure compliance with item (E), above; (G) Lessor shall have the right to cause the termination of all licenses for the Licensed Software and/or support or other services provided under or in conjunction with the Licensed Software. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY CONSENTS TO A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR OR LICENSOR WITH RESPECT THERETO.

7. To induce Lessor to satisfy Lessee's obligations, Lessee represents and warrants that (i) the Licensed Software has been delivered and accepted by Lessee and any and all Services have been fully and satisfactorily performed by Licensor; (ii) any and all conditions to the effectiveness of the Supplementary Schedule or to Lessee's obligations under the Supplementary Schedule have been satisfied, and that Lessee has no defenses, set offs or counterclaims to any such obligations, and that the Supplementary Schedule is in full force and effect; and (iii) Lessor is relying on these certifications and acknowledgments as a condition to making payment for the Licensed Software and/or Services and that, upon Lessor's remitting or becoming obligated to remit such payment, Lessor will have fully and satisfactorily performed and satisfied all its obligations under the Supplementary Schedule with respect to said Licensed Software and/or Services.

8. To the extent the terms of this Addendum conflict with or are inconsistent with the terms of the Master Agreement or Supplementary Schedule, the terms of this Addendum shall control as to the Financed Items only.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	<i>Robert E. Sturdivant</i>
Name:	Robert E. Sturdivant
Title:	County Auditor

Attest:
By <i>Amy Hartman</i>
Name: Amy Hartman
Title: First Asst. County Auditor

Supplementary Schedule No. 3

Master Lease Agreement

This **Supplementary Schedule No. 3** between NETSYNC, and Fort Bend County is entered into as of the Commencement Date set forth below, pursuant to that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement").

1. Entire Agreement; Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. The Master Agreement, this Supplementary Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Equipment and supersede any purchase order, invoice, request for proposal, response or other related document. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Supplementary Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Supplementary Schedule, the provisions of this Supplementary Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Supplementary Schedule is June 15, 2025.
3. Equipment Description and Payment Schedule. The Equipment subject to this Supplementary Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rent Payment Schedule for this Supplementary Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Supplementary Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Supplementary Schedule shall be subject to prepayment in whole at any time by payment of the applicable Stipulated Loss Value set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
9. Reserved.
10. Reserved.
11. Expiration. Lessor, at its sole determination, may choose not to accept this Supplementary Schedule if the fully executed, original Master Agreement (including this Supplementary Schedule and all ancillary documents) is not received by Lessor at its place of business by July 11, 2025.
12. Waiver of Jury Trial. Unless prohibited by law, Lessor and Lessee hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Supplementary Schedule or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof and thereof.
13. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Supplementary Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Supplementary Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Supplementary Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.
14. Electronic Transactions. Lessor and Lessee hereby agree that this Agreement, any Property Schedule entered into hereunder, and any other document or instrument entered into in connection herewith or therewith may be authenticated by electronic means, and expressly consent to the use of the electronic version of this Agreement, any Property Schedule and such other documents or instruments to embody the entire agreement and the understanding between Lessor and Lessee. Lessee agrees not to raise as a defense to the enforcement of this Agreement, any Property Schedule or any other document or instrument that it was executed or authenticated by electronic or digital means or that Lessee used facsimile or other electronic means to transmit Lessee's signature thereon. To the extent that Lessor accepts, in its sole discretion, any Property Schedule bearing Lessee's electronic signature, Lessor shall have the sole right and discretion to mark a tangible counterpart hereof bearing Lessor's manual or electronic signature as the "Original" and, to the extent the Property Schedule constitutes chattel paper (as defined by the UCC), perfection of a security interest in the Property Schedule by possession can only be accomplished by possession of the counterpart marked "Original". To the extent that any Property Schedule has been authenticated by Lessor and Lessee in accordance with applicable law and exists as an electronic record that is controlled by Lessor (or any assignee of Lessor), such electronic record shall (pursuant to the rules and regulations of eOriginal, Inc.) constitute the original authoritative version of such Property Schedule; provided that if the "Paper Out" process shall have occurred pursuant to the eOriginal Product Reference Guide, then the "Paper Out" printed version of such Property Schedule as identified in the eOriginal audit record and corresponding affidavit shall constitute the sole authoritative version. Notwithstanding anything to the contrary herein, Lessor reserves the right to require Lessee to sign any document or instrument manually and to deliver to Lessor an original of this Agreement, any Property Schedule or other document or instrument. Lessee agrees to provide Lessor with such certificates of incumbency, certificates of completion, and metadata or other information from the electronic signature platform used by Lessee as Lessor shall request in order to confirm the due execution of this Agreement, any Property Schedule or other document or instrument, and shall cooperate with Lessor in obtaining any information or evidence from the provider of such electronic signature platform as Lessor may reasonably request.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Supplementary Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: NETSYNC	
By:	<i>Nicole Nordhougen</i>
Name:	Nicole Nordhougen
Title:	General Counsel

Lessee: Fort Bend County	
By:	<i>Robert E. Sturdivant</i>
Name:	Robert E. Sturdivant
Title:	County Auditor

Attest:
By: <i>Amy Hartman</i>
Name: Amy Hartman
Title: First Asst. County Auditor

EXHIBIT 1

Equipment Description and Payment Schedule

Re: **Supplementary Schedule No. 3** between NETSYNC and Fort Bend County to Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement)

THE EQUIPMENT IS AS FOLLOWS: The Equipment as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

EQUIPMENT LOCATION:

301 Jackson, St

Address

Richmond, TX 77469

City, State Zip Code

USE: Cisco EA - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

Total Principal Amount: \$935,971.20

Payment No.	Payment Due Date	Installment Payment	Outstanding Principal (with Installment Payment on Due Date)
1	11/15/2025	187,194.24	NA
2	11/15/2026	187,194.24	514,907.21
3	11/15/2027	187,194.24	353,249.03
4	11/15/2028	187,194.24	181,810.53
5	11/15/2029	187,194.24	0.00

Interest Rate: 0.00%

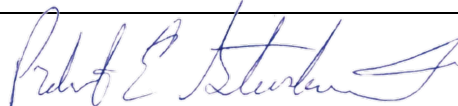
Lessee: Fort Bend County
By: 
Name: Robert E. Sturdivant
Title: County Auditor

EXHIBIT A

Equipment Description

Equipment as described in NETSYNC's Quote No. AAAQ455950-02, dated March 24, 2025.



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON
County Attorney

(281) 341-455
Fax (281) 341-455

June 11, 2025

NETSYNC

2500 West Loop South, Ste. 410/510
Houston, TX 77027

Fort Bend County
301 Jackson St., Suite 701
Richmond, Texas 77469
Attention: Shelley Hughes

RE: Supplementary Schedule No. 3 dated as of June 15, 2025 (the "Supplementary Schedule") between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Lease").

Ladies and Gentlemen:

We have acted as special counsel to Fort Bend County ("Lessee"), in connection with the execution of the Supplementary Schedule dated as of June 15, 2025, between Fort Bend County, as lessee, and NETSYNC as lessor ("Lessor"), pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Supplementary Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Supplementary Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Supplementary Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Supplementary Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Supplementary Schedule, the execution

thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Equipment subject to the Supplementary Schedule, and has entered into the Master Agreement and the Supplementary Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Supplementary Schedule.

7. The Master Agreement and the Supplementary Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Supplementary Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Supplementary Schedule, or the validity of the Master Agreement or the Supplementary Schedule, or the payment of principal of or interest on, the Supplementary Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Supplementary Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Supplementary Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Supplementary Schedule.

Very truly yours,

By: 

Name: BRIDGETTE-SMITH LAWSON

Title: FORT BEND COUNTY ATTORNEY

Dated: 06/11/2025

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Supplementary Schedule No. 3** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

The undersigned, being the duly elected, qualified and acting County Auditor
(Title of Person to Execute Lease/Purchase Agreement)
of the Fort Bend County ("Lessee") does hereby certify, as of June 15, 2025, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Supplementary Schedule (the "Supplementary Schedule") to the Master Lease by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Supplementary Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Supplementary Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Supplementary Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Supplementary Schedule or any other Supplementary Schedules under the Master Agreement.


4. The acquisition of all of the Equipment under the Supplementary Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Supplementary Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Supplementary Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Supplementary Schedule, or the validity of the Master Agreement or the Supplementary Schedule, or the payment of principal of or interest on, the Supplementary Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Supplementary Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Supplementary Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 15, 2025.

Fort Bend County

By 
Signature of Person to Execute Lease/Purchase Agreement

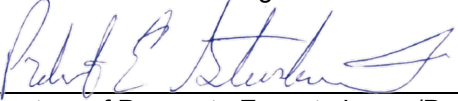
Robert E. Sturdivant, County Auditor
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Supplementary Schedule No. 3** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Fort Bend County ("Lessee") does hereby certify, as of June 15, 2025, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Supplementary Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.



(Signature of Person to Execute Lease/Purchase Agreement)

Robert E. Sturdivant, County Auditor

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of June 15, 2025.



County Clerk

Print Name
and Title: Laura Richard, Fort Bend County Clerk



EXHIBIT 4

Payment of Proceeds Instructions

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027

Re: **Supplementary Schedule No. 3** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement)

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Supplementary Schedule as follows:

Name of Payee: Netsync Network Solutions

By Check:

By Wire Transfer:

If by check, Payee's Address:

2500 West Loop S, Suite 410

Houston, TX 77027

If by wire transfer, instructions as follows:

Pay to Bank Name:

Wells Fargo Bank, NA

Bank Address:

420 Montgomery Street, San Francisco, CA 94104

Bank Phone #:

800-869-3557

For Account of:

Netsync Network Solutions

Account No:

8429981759

ABA No.:

121000248

Lessee: Fort Bend County

By:



Name: Robert E. Sturdivant

Title: County Auditor

EXHIBIT 5

Acceptance Certificate

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027

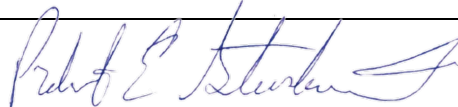
Re: **Supplementary Schedule No. 3** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement) (the "Master Agreement")

Ladies and Gentlemen:

In accordance with the above-referenced Master Agreement and Supplementary Schedule, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, NETSYNC ("Lessor"), as follows:

- (1) The Equipment, as such term is defined in the above-referenced Supplementary Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: June 11, 2025

Lessee: Fort Bend County
By: 
Name: Robert E. Sturdivant
Title: County Auditor

Language for UCC Financing Statements

Supplementary Schedule No. 3

SECURED PARTY: NETSYNC

DEBTOR: Fort Bend County

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Supplementary Schedule No. 3 dated June 15, 2025 between Debtor, as Lessee, and Secured Party, as Lessor, to that certain Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement), together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.


Debtor has no right to dispose of the equipment.

Notification of Tax Treatment to Master Lease Agreement

This **Notification of Tax Treatment** is pursuant to the **Supplementary Schedule No. 3** dated as of June 15, 2025 between NETSYNC and Fort Bend County to the Texas Department of Information Resources Contract No. DIR-CPO-5347 (Appendix G - Master Lease Agreement).

- Lessee agrees that this Supplementary Schedule SHOULD be subject to sales/use taxes
- Lessee agrees that this Supplementary Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- Lessee agrees that this Supplementary Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- Lessee agrees that this Supplementary Schedule is a taxable transaction and subject to any/all taxes
- Lessee agrees that this Supplementary Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: Fort Bend County
By: 
Name: Robert E. Sturdivant
Title: County Auditor



Government Leasing and Finance, Inc.

FIRST PAYMENT INVOICE

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

SCHEDULE NUMBER: TBD

DUE DATE: November 15, 2025

CREATE DATE: May 1, 2025

AMOUNT DUE: \$187,194.24

Fort Bend County
301 Jackson St., Suite 701
Richmond, TX 77469
Attention: Accounts Payable Dept.
Customer Phone Number: 281-341-8621

U.S. Bancorp Government Leasing and Finance, Inc.
P.O. Box 959067
St. Louis, MO 63101-9067

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

ALL PAYMENTS MUST BE SENT TO THIS ADDRESS:

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
PO BOX 959067
ST. LOUIS, MO 63101**

Overnight Address:

U.S. Bancorp Government Leasing and Finance, Inc.
P.O. Box 959067
3180 Rider Trail S.
Earth City, MO 63045

ACCOUNT: TBD
AMOUNT DUE: \$187,194.24
DUE DATE: November 15, 2025
CREATE DATE: May 1, 2025

INVOICE SUMMARY

Current Charges	\$187,194.24
Total Due	\$187,194.24

TOTAL AMOUNT DUE THIS INVOICE MUST BE PAID WITHIN TEN (10) DAYS TO AVOID LATE CHARGES

CERTIFICATE *of* SIGNATURE

REF. NUMBER
SOKTA-P3SMM-XHRZT-B8CBW

DOCUMENT COMPLETED BY ALL PARTIES ON
03 JUN 2025 00:37:57 UTC

SIGNER

NICOLE NORDHOUGEN

EMAIL
NLEGAL@NETSYNC.COM

TIMESTAMP

SENT
02 JUN 2025 22:20:32 UTC
VIEWED
03 JUN 2025 00:36:25 UTC
SIGNED
03 JUN 2025 00:37:57 UTC

SIGNATURE

Nicole Nordhougen

IP ADDRESS
184.99.158.224

LOCATION
FARGO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
03 JUN 2025 00:36:25 UTC



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2025-1316516

Date Filed:
 05/28/2025

Date Acknowledged:
 06/10/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Netsync Network Solutions
 Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 AAAQ448790
 Regarding Cisco EA

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abunaja, Khalid	Houston, TX United States	X	
	Gonzales, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Fort Bend County	
Address (Street & number, P.O. Box or Route number) 301 Jackson Street, Suite 701	Phone (Area code and number) 281-341-3769
City, State, ZIP code Richmond, Texas 77469	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Netsync

Street address: 2500 West Loop Sout, Ste 410/510 City, State, ZIP code: Houston, TX 77027

Description of items to be purchased or on the attached order or invoice:

Information Technology Hardware, software, and services

Purchaser claims this exemption for the following reason:

Political Subdivision of the State of Texas

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser 	Title County Auditor	Date June 11, 2025

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**