



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

September 5, 2024

SUPPLEMENTAL ITEM

Commissioners Court
Harris County, Texas

RE: Agreement

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached Agreement for the following:

Descriptions: Payment Processing Software, Programming and Services related to Convenience Fees Collected and Reconciliation Reports for Harris County, Harris County Clerk's Office, Harris County District Clerk's Office and the Harris County Flood Control District

Vendor: Wonderware Inc. d/b/a CORE Business Technologies

Term: September 19, 2024 – September 18, 2025

Amount: \$186,121

Reviewed by: X Office of Management and Budget X Harris County Purchasing

The Agreement is a temporary stopgap measure until a new contract is awarded through the competitive bid process. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

Paige Melhous for

DeWight Dopslauf
Purchasing Agent

CAK
Attachment(s)
cc: Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 19, 2024

**ADDENDUM TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
WONDERWARE INC. D/B/A CORE BUSINESS TECHNOLOGIES**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Addendum to the above-referenced Agreement is made and entered into by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas acting by and through its Office of Management and Budget (“Department”), and Wonderware Inc. d/b/a CORE Business Technologies (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to provide software, programming, support, and other services related to processing payments, service fees, convenience fees, and absorbed fees collected and reconciliation reports for Harris County, Harris County Clerk's Office, Harris County District Clerk's Office and the Harris County Flood Control District (the “Services”) in accordance with Contractor’s CORE Products and Services Terms and Conditions (the “Agreement”), attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between the terms and provisions of this Addendum, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, or any other terms and conditions, this Addendum shall control. For having rendered such services, the County agrees to pay the Contractor compensation as stated in the sections to follow. Contractor understands that this agreement is necessary as a temporary stopgap measure due to the previous vendor for such Services, Cadence Bank, competitively procured through Job No. 16/0241, terminating its relationship with the County, and Contractor was providing the Services through an arrangement with Cadence Bank. Contractor understands that the County is currently procuring a new agreement for the Services through the competitive process, to which the Contractor is a participant, and the County may terminate this Agreement prior to the end of the Term if a new vendor is awarded, subject to an early termination fee equal to the total amount of service fees collected using the Contractor’s software in the trailing twelve (12) months preceding the date of termination divided by twelve and then multiplied by the number of months remaining in the term at the time of termination. The early termination fee shall be waived if the Contractor is awarded the agreement at the completion of the competitive process.

- B) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.

- C) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.

- D) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.
- E) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- F) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- G) Contractor shall verify that each Subcontractor it retains to perform Services pursuant to this Agreement are in compliance with Sections D and E and F above.

2) INDEPENDENT PARTIES

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**

- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.
- G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

3) **TERM**

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months, or until the County enters into a new agreement for the same Services with a different vendor and fully transitioned Services to the new vendor, subject to the early termination fee defined in section 1(A).

4) CONTRACTOR'S COMPENSATION

- A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor according to Exhibit A. This compensation incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.
- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.
- C) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

5) TERMS OF PAYMENT

- A) Contractor shall submit to the Harris County Auditor an invoice for services rendered each month by email to: vendorinvoices@aud.hctx.net and by mail to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.
- B) The invoices shall, at a minimum, include a description of the services, the day(s) and the time(s) that Contractor performed the services, the department for which the Contractor provided services, and the total amount billed for the services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas, including but not limited to, the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.

6) LIMITATION OF APPROPRIATION

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Eighty-Six Thousand

One Hundred Twenty-One and 00/100 Dollars (\$186,121.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. Furthermore, the parties acknowledge that this limitation does not apply to Service Fees paid by taxpayers, amounts for chargebacks, and amounts for returns and this limit does not apply to any early termination fees.

- B) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.
- C) Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.
- D) With regard to the renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period.

7) TEXAS PUBLIC INFORMATION ACT

- A) Notwithstanding any language found in the Agreement, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.

- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas (“Attorney General”) in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) TERMINATION

- A) The County may terminate this Agreement at any time by providing thirty (30) days’ notice in writing to the Contractor, subject to the early termination fee as defined in section 1(A) of this agreement.

- B) Upon receipt of termination notice, Contractor shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel

promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- C) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.
- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (referred to as a “*Force Majeure* Event”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- F) Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use the software or to receive any service solely as provided under and during the term of this Agreement. No license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- G) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in

full force and effect as originally written. Contractor will track the time taken during this transition phase and will invoice the County for this time at a rate of \$345/hour.

9) INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR COMPLETION OF SERVICES IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

TO THE EXTENT PERMISSIBLE BY LAW, EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (“INDEMNIFIED PARTIES”) FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY, OR ANOTHER ENTITY OVER WHICH THE PARTY EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY THE PARTY OR ANOTHER ENTITY OVER WHICH THE PARTY EXERCISES CONTROL.

TO THE EXTENT PERMISSIBLE BY LAW, THE PARTIES SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES WHICH MIGHT BE INCURRED BY THE PARTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE PARTY AS THE RESULT OF SUCH ACTIVITIES BY THE PARTY OR ANOTHER ENTITY OVER WHICH THE PARTY EXERCISES CONTROL.

EITHER PARTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

10) NOTICE

A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or

deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: CORE Business Technologies
444 N Orleans St, Suite 400
Chicago, IL 60654
Attn: Jennifer Hill

To the County: Office of Management and Budget
1001 Preston, Suite 500
Houston, TX 77002
Attn.: Amy Perez

Copy To: Harris County Purchasing Agent
1111 Fannin St, 12th Floor
Houston, Texas 77002
Attn: Chris Kaminski

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

11) COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement, and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) The parties agree to keep confidential the contents of all its discussions with County officials and Contractor employees. The Parties agree to keep confidential the contents of all records and all other information obtained during the performance of Services under this Agreement. Neither party shall not release any confidential information unless the other party, in writing, authorizes the release of specific information to any third parties.

- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Neither party shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall the parties copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- G) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- H) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- I) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard

Form LLL titled “Disclosure Form to Report Lobbying.”

J) NO FEDERAL EXCLUSION

- i) Contractor warrants that neither Contractor nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- ii) Contractor agrees to report immediately to the County if Contractor becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.
- iii) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor’s business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

- K) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement

and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such books, contracts, spreadsheets, and correspondence, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor (the "Audit Documents"). All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

- L) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- M) (If applicable under Texas law) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Contractor warrants and represents that all the information on the form is complete and accurate.
- N) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- O) Anti-Boycott. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Contractor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.
- P) Fraud, Waste or Abuse Hotline. Contractor shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity

under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

- Q) Energy Company. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.
- R) Firearm and Ammunition Industries. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Contractor meets an exemption under subsection (c) and section 2274.003, then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

12) PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County which shall not be unreasonably withheld.

13) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

14) TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered. Any language in the Agreement in conflict with this section is hereby deleted.

15) PROHIBITION ON LIENS

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Contractor shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

16) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

17) OWNERSHIP OF DOCUMENTS; COPYRIGHT (IF APPLICABLE)

- A) Intellectual property rights shall be governed under the terms of section 8(F) of this agreement.

18) AUDIT RIGHTS

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to the Audit Documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all Audit Documents. The Contractor will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the Audit Documents.

19) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

20) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

21) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

22) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

23) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Contractor shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

24) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

25) EFFECTIVE DATE

The Effective Date of this Addendum will be the date the Agreement is approved by the Commissioners Court of Harris County.

26) ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

27) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party

warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[Execution Page Follows]

WONDERWARE INC.
D/B/A CORE BUSINESS TECHNOLOGIES

HARRIS COUNTY

Signed by:
By: Michael Duffy
Name: 99A617170E42 Mike Duffy
Title: Chief Executive Officer
Date: 9/4/2024

By: _____
Lina Hidalgo
Harris County Judge

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: T. Scott Petty
T. SCOTT PETTY
Senior Assistant County Attorney
C.A. File 24GEN1770

EXHIBIT A

CORE Products and Services Terms and Conditions

(follows behind)



CORE Products and Services Terms and Conditions

These Terms and Conditions (“Agreement”) are between Wonderware Inc. d/b/a/ CORE Business Technologies (“CORE”) and the customer identified in the signature block to this Agreement (“Customer”). This Agreement will be effective upon the date of the last party’s signature (the “Effective Date”) and commencement of the Term set forth in Exhibit A will begin upon Customer’s use of any of the products and services set forth in Exhibit A.

This Agreement shall include the following Exhibits and such Exhibits shall herein be incorporated in this Agreement by reference:

Exhibit A – Products and Services

Exhibit B – Statement of Work

Exhibit C – Support, Escalation and SLA Policy

Section 1: Definitions

For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as follows:

1.1 **“Confidential Information”** Certain confidential and proprietary information, including without limitation, information relating to a party or its affiliates including, without limitation, information concerning operations, employees, products, clients, customers, this Agreement, unpublished and published “know how” and “trade secrets”, the Products and Services, the development and production and use of the Products and Services, and the design, configuration, programing and protocol of the Products and Services.

1.2 **“CORE ASP”** The PCI-DSS level-1 certified environment managed by CORE from where any of the Products and Services are hosted.

1.3 **“Enhancements”** Changes or additions, other than Error Corrections, to the Products and Services that add significant new functions or substantially improved performance thereto by changes in system design or coding.

1.4 **“Error”** A problem caused by incorrect operation of the computer code of the Products and Services or other issue that produces incorrect results or causes incorrect actions to occur.

1.5 **“Error Correction”** Either a software modification or addition that, when made or added to the Products and Services, establishes material conformity of the Products and Services, or a procedure or routine that, when observed in the regular operation of the Products and Services, eliminates the practical adverse effect on Customer of such non-conformity.

1.6 **“Final Project Specification”** The project functionality specification developed by CORE as a result of the design meetings in cooperation with the Customer that is agreed to in writing by the parties.

1.7 **“Merchant Agreement”** The Payment Processing Agreement currently in effect by and between Cadence Bank and TSYS Merchant Solutions dba Global Payments (“TSYS”), to be transferred between CORE and TSYS with CORE acting as an Agent for Harris County.

1.8 **“Products and Services”** The products and services specifically identified in Exhibit A herein including any object code, written and electronic documentation as well as related procedural code, Enhancements, Error Corrections, and Custom Modification.

1.9 **“Privacy Laws”** All present and future laws and regulations relating to the privacy of individually identifiable medical, financial or other information including, the Health Insurance Portability and Accountability Act of 1996 and rules and regulations promulgated thereunder (HIPAA).

1.10 **“Security Programs”** The PCI-DSS, including the Cardholder Information Security Program (CISP) of Visa, the Site Data Protection Program (SDP) of Mastercard, the Data Security DISC Program and the PCI-DSS regulations of Discover Network, and the security programs of any other card brand or payment network, and any modifications to, or replacements of, such programs that may occur from time to time.

1.11 **“Specifications”** The functional performance parameters of the Programs and Services as developed by CORE.

1.12 **“Term”** Shall have the meaning set forth in Section 7.1 of this Agreement.

1.13 **“Users”** The designated Customer employee(s) including contracted staff for whom a unique identifier and password have been assigned by Customer to access and operate the Licensed Software.

Section 2: Grant of License

2.1 **Scope of License.** Subject to compliance by Customer with the terms hereof, CORE hereby grants to Customer, unless terminated as provided herein, a personal, non-exclusive, non-transferable license (without the right of sublicense) to access and use the Products and Services specified in this Agreement in Exhibit A, for the sole and express purpose of supporting the internal business activities of Customer.

2.2 **Custom Modifications.** The Customer acknowledges that the Products and Services do not include customization (“Custom Modifications”), such as software interfaces to the Customer's host systems, check digit routines, interest computations, OCR edits, etc. Development by CORE of Custom Modifications during the Term is chargeable by CORE at the rates set forth in Exhibit A or as otherwise agreed in writing by the Parties. Exhibit B provides the scope of custom modifications, if any.

2.3 **Availability of CORE Enhancements.** CORE will incorporate periodic updates and upgrades into the Products and Services. CORE will schedule the implementation of major upgrades in cooperation with Customer. CORE will not be liable to Customer or to any third party for any modifications of the Products and Services.

2.4 **Service Level Agreement.** During the Agreement Term, CORE will provide Customer the level of support and service levels for the Products and Services specified the CORE Support and Escalation policy set forth in Exhibit C.

2.5 **Permitted Uses.** The rights granted under this Agreement permit the Customer: (1) to have access to and to use the Products and Services during the Term; and (2) to install and use at Customer's facilities such additional components of the Products and Services as CORE may supply for purposes of enabling Customer to access the Products and Services and to perform ancillary functions on-site, all as specified in the system specifications, guides and Final Project Specification. Customer and Customer's authorized Users may use the Products and Services only to access Customer's Data for Customer's internal information processing needs. Customer agrees to abide by all applicable laws and regulations in connection with its use of the Products and Services. Customer may not sublicense, resell, publish, transmit, broadcast or otherwise distribute all or any portion of the Products and Services to any person or entity, or uses it to process the data of a third party. Customer shall take reasonable measures to restrict access to the Products and Services to its authorized **Users**. Customer shall be responsible for ensuring that all Users having access to the Products and Services through Customer's account will observe and perform all the terms and conditions of this Agreement. Customer agrees to immediately notify CORE in writing of any misuse, misappropriation or unauthorized disclosure of the Products and Services that may come to Customer's attention.

Section 3: Title to Product and Services

Customer acknowledges that all right, title, and interest in and to the Products and Services (including but not limited to all Enhancements and Custom Modifications) is and shall remain at all times the sole and exclusive property of CORE. Customer acknowledges that no such rights, title, or interest in or to the Products and Services (including but not limited to all Enhancements and Custom Modifications) is granted under this Agreement, and no such assertion shall be made by Customer. The Products and Services are and shall remain the sole property of CORE, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid CORE for the use of the Products and Services (including any Enhancements or Custom Modifications). Customer is granted only a limited right of use of the Products and Services as set forth herein, which right of use is not coupled with an interest and is revocable by CORE in accordance with the terms of this Agreement.

Section 4: Fees and Payments

4.1 **Fees.** Customer shall pay CORE the costs for the Products and Services set forth in Exhibit A (herein collectively the "Fees"). After the first anniversary of the Effective Date, CORE shall have the right to change the Fees set forth in Exhibit A following thirty (30) days' notice to Customer up to but not to exceed the annual consumer price index.

4.2 **Expenses.** Charges for meals and incidental expenses associated with the delivery of the Products and Services will be charged on a per diem basis. Meal per diem reimbursement shall be \$45.00 per day and does not require original receipt. Other costs, including but not limited to air/train/taxi fare, charges for reasonable and normal travel time to and from the Customer site, parking, freight costs, reproduction charges, peripheral hardware shipping fees and other incidental expenses incurred by CORE on account of this Agreement, shall be billed to the Customer.

4.3 **Interest Fee.** CORE shall have the right to charge Customer a monthly interest fee of 1.5% (18% annually) for all undisputed invoices which are over thirty (30) days past due.

4.4 **Taxes.** The fees and charges specified in this Agreement are exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the service and support provided hereunder. Customer shall pay any such amounts upon request of CORE accompanied by evidence of imposition of such taxes or provide evidence of tax exemption status acceptable to the taxing authority.

Section 5: Confidentiality and Data Security

5.1 **Confidential Information.** Customer and CORE acknowledge that in their performance of their duties under this Agreement, either party may communicate to the other Confidential Information. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the party disclosing Confidential Information (the "disclosing party"); (ii) becomes public knowledge or known to the party receiving the Confidential Information (the "receiving party") after disclosure by the disclosing party other than by breach of the receiving party's obligations under this Section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party without reliance on the disclosing party's Confidential Information. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall, during the Term and thereafter: (a) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (b) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (c) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the purpose of performing the receiving party's obligations hereunder; (d) take all necessary steps to ensure that its employees and agents are informed of and comply with the

confidentiality restrictions contained in this Agreement; and (e) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure. In the event receiving party is requested or becomes legally compelled to disclose any Confidential Information, receiving party will, to the extent legally permitted, provide disclosing party with prompt written notice prior to any disclosure so that disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section, and receiving party shall reasonably cooperate with disclosing party in such efforts. If protective order or other remedy is not obtained or disclosing party waives compliance with the provisions of this Section, receiving party will furnish only that portion of any Confidential Information which is legally required to be disclosed and receiving party will exercise its commercially reasonable efforts to ensure that confidential treatment shall be accorded such Confidential Information.

5.2 Security Programs Compliance and PCI-DSS Attestation. CORE and Customer will each comply with the applicable requirements of the Security Programs. Customer may review CORE's current PCI-DSS compliance status on the payment network websites as available. CORE will undergo an annual assessment of its compliance with the Security Programs and, if applicable to the Products and Services provided under this Agreement, the Payment Application Data Security Standards. At Customer's written request, CORE will provide Customer a written attestation of CORE's compliance with the security requirements related to Customer Data (as defined below) promulgated by the Payment Card Industry Security Standards Council.

5.3 Rights in Customer Data. As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to Customer's data and information ("Customer Data"). Subject to the terms of this Agreement, Customer hereby grants to CORE a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the Products and Services to Customer, or to prevent or address service or technical problems under this Agreement, or as may be required by law. Customer will be provided with a periodic backup of data in accordance with the schedule and methods delineated in the Specification. Upon termination of this Agreement for any cause or reason (including Customer's breach), and upon payment from Customer for CORE's then standard charges for time and materials, CORE will provide Customer in an XML formatted file of Customer's Customer Data.

5.4 Secure Handling. Customer shall require that access to the Products and Services shall be maintained in a manner so as to reasonably preclude unauthorized persons from gaining access thereto, and Customer shall permit access only as necessary for either party's use thereof in accordance with the terms of this Agreement.

5.5 Customer assurance with respect to reverse engineering. Customer is prohibited from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the Products and Services.

5.6 Proprietary Legends. Customer shall not remove any proprietary or other legend or restrictive notice contained or included in the Products and Services or any material provided by CORE.

5.7 Customer assurance with respect to Users. Customer shall assure that all Users comply with the terms and conditions of this Agreement.

Section 6: Limited Warranty, Limitation of Liability, and Indemnity

6.1 Limited Warranty.

(a) CORE warrants that the Products and Services will perform substantially in accordance with the Specification during the Agreement Term. CORE further represents and warrants that (1) it has the right to

grant the licenses and access granted to Customer under this Agreement for the Products and Services; (2) the Products and Services shall be free of any intentional virus, worm or malicious code designed to erase or otherwise harm Customer's hardware, Customer Data, or other programs; and (3) the services shall be performed in a professional and workmanlike manner, according to minimum industry standards, and performed by competent personnel. CORE's entire liability and Customer's remedy for any breach of this warranty shall be for CORE, at CORE's option, to repair the Products and Services within a reasonable time so that it complies with the warranty or provide notification to Customer of the inability to provide a repair. Upon such notification, Customer will notify CORE within 30 days that (1) Customer wishes to continue to use the affected module(s) or (2) Customer will discontinue use of the affected module(s) and in such event CORE will issue a pro-rata refund all subscription fees paid from the date of warranted issue report to the date of discontinuation.

(b) The warranty will not apply if (i) Customer accesses or uses the Products and Services other than as specified under this Agreement and other related documentation; (ii) Customer combines or uses the Products and Services with any non-CORE Products and Services and/or equipment; (iii) Customer fails or refuses to install, implement or use any update or correction for the Products and Services that is provided by CORE; or (iv) Customer, directly or through a third party, modifies or alters the Products and Services.

(c) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CORE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES OR SUPPORT OF THE PRODUCTS AND SERVICES. CORE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CORE DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE ERROR-FREE, OR ALL DEFECTS WILL BE CORRECTED. CORE ALSO DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES WILL FUNCTION PROPERLY IN COMBINATION WITH EQUIPMENT OTHER THAN EQUIPMENT SOLD BY CORE TO CUSTOMER, SOFTWARE MADE ACCESSIBLE TO CUSTOMER BY CORE, AND/OR IN ACCORDANCE WITH THE SYSTEM CONFIGURATION REQUIREMENTS.

(d) The Products and Services are provided over the Internet. Customer recognizes that the Internet consists of multiple participating networks which are separately owned and therefore are not subject to the control of CORE. Customer also recognizes that CORE's ability to provide the Products and Services depends on Internet services provided to CORE. Malfunction of or cessation of Internet services by Internet service providers or of any of the networks which form the Internet may make the Products and Services temporarily or permanently unavailable. WITHOUT LIMITING THE PROVISIONS OF THIS AGREEMENT, CUSTOMER AGREES THAT CORE SHALL NOT BE LIABLE FOR DAMAGES INCURRED WHEN INTERNET SERVICES ARE UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF INTERNET SERVICES BY, NETWORK(S) OR INTERNET SERVICE PROVIDERS, OR DUE TO ANY MISUSE, ACCIDENT OR ABUSE BY CUSTOMER OR ITS USER(S).

(e) CORE will not be liable for unauthorized access to or alteration, theft or destruction of Customer's Data, files, programs, procedures, or information through accident, illegal or fraudulent means or devices, or any other method, unless such access, alteration, theft, or destruction is caused as a result of CORE's gross negligence or willful misconduct. It is Customer's responsibility to validate for correctness all output and reports. CORE will protect Customer's data and programs from loss by performing nightly backup procedures.

(f) **LIMITATION OF LIABILITY.** THE OBLIGATIONS OF CORE AND THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE GIVEN IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF CORE. IN NO EVENT SHALL CORE BE LIABLE HEREUNDER, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF

BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS AND SERVICES, EVEN IF CORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Exclusive Remedy. As the exclusive remedy of Customer for any nonconformity or defect constituting an Error in the Products and Services for which CORE is responsible, CORE shall use commercially reasonable efforts to provide Error Corrections with respect to such Error. However, CORE shall not be obligated to correct, cure, or otherwise remedy any Error in the Products and Services resulting from any (1) modification of the Products and Services by Customer or any third party directed by Customer, or (2) failure of Customer to notify CORE of the existence and nature of such nonconformity or defect upon its discovery.

6.3 Customer Indemnification. To the extent allowed under applicable law, Customer shall and does hereby agree to indemnify, hold harmless, and save CORE, its affiliates, and their respective employees, officers, directors, and agents from liability against any third-party claim, demand, loss or action (1) resulting from Customer's breach of this Agreement; (2) resulting from Customer's use or modification of the Products and Services or (3) that Customer's Data infringes any third-party rights in the United States respecting copyright, trade secret, or patent.

6.4 CORE Indemnification. CORE shall and does hereby agree to indemnify, hold harmless, and save Customer from liability against any third-party claim, demand, loss, or action alleging that the Products and Services, Error Corrections, or Enhancements by CORE infringe any third-party rights in the United States respecting copyright, trade secret, or patent resulting from Customer's use of the Products and Services in compliance with this Agreement.

6.5 Infringement Claims. If any part of the Products and Services or the use of the Products and Services becomes, or in CORE's opinion is likely to become, the subject of a claim for infringement or other violation of a United States patent, copyright or trademark of a third party ("Infringement Claim"), and as a result of such Infringement Claim, Customer's use of the Products and Services may be enjoined or interfered with, then CORE will, at its option and expense, either, and in addition to defending Customer and paying the final amount of damages as provided for in this Section, (i) obtain a license for Company to continue using the alleged infringing components of the Products and Services; (ii) modify the alleged infringing components of the Products and Services to avoid the infringement in a manner that still permits the Products and Services to perform in all material respects in accordance with the Agreement; or (iii) replace the alleged infringing components of the Products and Services with compatible, functionally equivalent, and non-infringing components. CORE will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If CORE is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, CORE may terminate the Agreement upon written notice to Company. Upon such termination, CORE will promptly refund any Fees paid for Products and Services not performed as of the date of termination.

Section 7: Term, Termination, and Cancellation

7.1 Term and Termination.

(a) **Term.** This Agreement shall commence on the Effective Date and shall continue for five (5) years from the Effective Date. Thereafter, this Agreement shall renew automatically for one (1) year periods unless either Party notifies the other upon one hundred eighty (180) days prior written notice. Except as otherwise set forth in this Agreement, Fees paid to CORE shall not be refundable. THIS AGREEMENT IS NON-CANCELLABLE EXCEPT AS PROVIDED HEREIN.

(b) **Termination upon Breach.** In the event either party gives written notice to the other that such other party has materially breached the terms of this Agreement, and such breach has not been cured within sixty (60) days of the giving of such notice, the party giving such notice shall have the right to terminate this

Agreement at any time thereafter upon written notice of such termination to the other party with or without additional cause. Notwithstanding the foregoing, CORE may terminate this Agreement and the rights granted hereunder if Customer fails to pay any amounts due under this Agreement within ten (10) days of the due date. In such an event, Customer must make all remaining payments due in the Agreement Term within ten (10) days of termination and Customer shall immediately cease to use the Products and Services.

(c) **Termination for Bankruptcy.** This Agreement may be terminated by a party due to assignment of the business of the other party for the benefit of creditors or upon filing of a petition into receivership, or a petition of bankruptcy (voluntary or involuntary) which has not been discharged within sixty (60) days.

(d) **Effect of Termination.** Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, including Customer's obligation to pay all Fees up to the date of termination of this Agreement, and (ii) obligations or covenants contained herein that are expressly intended to extend beyond the Term, including, without limitation, covenants relating to Confidentiality and Indemnification.

7.2 Actions Upon Termination. Upon termination of this Agreement for any reason, Customer shall immediately cease use of the Products and Services.

Section 8: Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the provision of the Products and Services set forth in Exhibit A to this Agreement and supersedes all proposals, presentations, RFP's, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, or representation not contained herein. Any Exhibit signed by the parties and referring to this Agreement, and any Exhibit referred to herein or referring to this Agreement, shall be incorporated into this Agreement. In the event of a conflict between the documents comprising this Agreement or the provisions of any Exhibit the terms of such Exhibit shall take precedence over any other terms.

8.2 Audit Rights. If CORE reasonably suspects that it is subject to a financial or reputational risk due to Customer's acts or omissions, Customer authorizes CORE and its agents to perform an audit or inspection of Customer's operations and records to confirm Customer's compliance with this Agreement upon reasonable advance notice, during normal business hours, and at CORE's expense (unless CORE reasonably determined based on such audit that Customer is not in compliance with this Agreement, in which case Customer will bear the cost). Customer will maintain complete and accurate records of its performance under the Agreement.

8.3 No Assignment. Customer shall not sell, transfer, assign or subcontract any right or obligation hereunder without the prior written consent of CORE. Any act in derogation of the foregoing shall be null and void; provided, however, that any such assignment shall not relieve Customer of its obligations under this Agreement.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the governing laws set forth in the state of Texas.

8.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

8.6 Notice. Any notice required or permitted to be made or given by either party under this Agreement shall be made in writing and delivered by hand or by certified mail, postage prepaid, addressed as first set forth above or to such other address as a party shall designate by written notice given to other party.

8.7 Representations. Each party represents to the other party the following as of the Effective Date: (a) the party has the full power and authority to execute, deliver and perform this Agreement; (b) this Agreement is valid, binding and enforceable against the party in accordance with its terms and no provision requiring the party's performance conflicts with the party's obligations under any charter or any other agreement (of whatever form or subject) to which the party is a party or by which it is bound; (c) the party is duly organized, authorized and in good standing under the laws of the state of its organization and is duly authorized to do business in all other states in which the party's business make such authorization necessary or required; (d) except as otherwise disclosed in writing by the party to the other party on or before the effectiveness of this Agreement, neither the party nor any principal has been subject to any (i) criminal conviction (excluding traffic misdemeanors or other petty offenses); (ii) bankruptcy filings; (iii) Internal Revenue Service liens; (iv) federal or state regulatory administrative or enforcement proceedings; or (v) restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices; and (e) the party is authorized and able to make all representations and warranties herein.

8.7 Modifications. Unless otherwise set forth in this Agreement, this Agreement may be modified only by an amendment signed by authorized personnel for CORE and Customer.

8.8 Force Majeure. CORE shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond CORE's control including, without limitation, fires, pandemics, embargoes, war (or other outbreaks of hostility), governmental acts and regulations, receipt of orders from all sources more than its suppliers' then-scheduled production capacity, and other causes beyond CORE's control.

8.9 Compliance with Privacy Laws. Each party shall also be responsible for ensuring that performance of its obligations and exercise of its rights under this Agreement comply with all applicable Privacy Laws. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any Privacy Laws, (i) the parties shall agree in good faith upon an appropriate amendment to this Agreement to comply with such laws and regulations and (ii) the parties shall execute and deliver any documents required to comply with such Privacy Laws including, without limitation, any business associate agreements required under HIPAA.

8.10 Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver and shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

8.11 Use of Logos

(a) Customer agrees to allow CORE to list Customer's name and logo within its client listing on the CORE website. Customer's name will be listed no more prominently than any other customer.

(b) Customer agrees to allow CORE to publish one press release announcing Customer's selection of CORE. The press release will not be published without prior consent of Customer, which consent shall not be unreasonably withheld or delayed.

(c) After completion of implementation, Customer agrees to assist CORE in the creation of a case study on the Customer's success using the Products and Services. CORE agrees to minimize the time required by the Customer's resources in the creation of the case study. Customer's role will be to provide information and review the case study for approval. The case study will not be published without prior written consent of Customer; which consent shall not be unreasonably withheld. The case study will be published on CORE website and promoted on social media channels.

(d) Customer agrees, after go live of Products and Services, to provide a video testimonial on the success of the project and use of Products and Services. Customer approves use of this video on the CORE

website. CORE will bear all costs related to the production and publication of this video; Customer will bear no cost at all from this effort and Customer has reasonable final edit rights on this video.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) written below.

HARRIS COUNTY, TEXAS

WONDERWARE, INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Mike Duffy
Title: Chief Executive Officer
Date: _____

-

Exhibit A: Products and Services

Products

Collectively, the functionality described in this section is referred to as the Online Payment Portal. CORE's Online Payment Portal offers the ability to accept payments online, in person, over the phone, by recurring payment, and by text message. The system is comprised of multiple methods for accepting payments from customers, can accept multiple Tender Types (credit card, debit card, ACH/e-Check, PayPal, and Venmo), allows for user registration and User and Service Account self-service, and can be used to create new methods to collect payments, among other features and functions.

This section describes the functionality available to the Customer through its licensing of CORE's Services. Please note that not all the features and functionality described below may be implemented for Customers due to selections that you made during the sales process. While this agreement provides you a license for all features and functions, only the functionality noted in the Exhibit B will be implemented as part of this engagement. Functionality not included in the original SOW may be added in the future upon a written amendment to the SOW.

CORE ADMINISTRATOR PORTAL

The CORE Administrator Portal enables the Customer to gather reports, view logs, manage customers, search invoices, search payments, modify templates, view logs, trigger events, track email and SMS communications, and conduct other administrative functions. The Administrator Portal also enables Customer staff members to accept in-person payments. The system includes a role-based access user management system to configure access to payment forms, reporting, payment processing, and other functionality.

REPORTING

CORE offers an extensive set of reports through the CORE Administrator Portal that are all searchable, filterable, and downloadable. The reports not only provide transactional data, but also provide your staff with insight into payer activities, in-process transactions, and task logs. The following are the reports available to you in the CORE Administrator:

- Registered Users
- Transaction
- Item
- Declined Transaction
- Settlement Summary
- Settlement Detail
- Item Summary
- ACH Returns
- Teller Activity
- Workflow
- Deposit
- User Account
- Budget
- eBilling
- System Logs
- Email Tracking
- Daily Activity Email
- Process completion email

ONLINE PAYMENT PORTAL BRANDING

The Online Payment Portal is branded for your organization. By default, this includes a standard template for the online portal and its emails. This template allows for a custom logo, organization name, and color and font matching. Because of the templated nature of the Online Payment Portal, CORE offers the ability to extend this branding to match your website's look and feel if opted into as part of the Scope.

PAYER BILL PAY PORTAL

CORE's payer interface includes a single interface for payers to establish and manage a user account, view service account information, view bills, view bill history, and make payments. The following are the screens and payment flows for payers.

- **Select Bill Type to Pay.** If you have more than one transaction type, users are presented with a screen to select the transaction type/bill type to pay. You can link directly to the search screen to bypass this step.
- **Search for a Bill.** Payers begin paying their bills by searching for the bill to pay. Typically, this interface leverages two pieces of information on which to search. The search criteria are configurable during the implementation process. Searching for bills can be skipped for registered payers who have associated their services account(s) with their user account; allowing them to link directly to their service account details.
- **Search Results.** If your configuration allows for returning multiple results from a search, a list of items is presented to the payer from which to select the bill to pay.
- **Service Account Details.** Upon selection of a bill to pay or if only one bill is found through the search, the payer is presented with an Account Details page. This page includes links to pay for the balance due (under and overpayments can be configured to be allowed or disallowed), optional historic usage graphs, a dashboard of Account Information, a link to view a bill, and links to login or register for a User Account. Items on this screen are configurable based on your Scope selections.
- **Checkout.** The checkout screen presents the user with the available tender types to select from and a form to collect contact information and payment information. If enabled in your system, registered users can opt-in to pay on a schedule and to use stored payment methods during checkout.
- **Receipt.** Following a successful transaction, the payer is shown a receipt page confirming the details of the transaction and a receipt number for easy future reference.
- **Email Receipt.** In addition to the receipt page, an email receipt is sent to the user with the same information as presented on the Receipt Page.

Various business rules such as partial payments, overpayments, permitted tender types, account- and user-level tender type blocking, among others, can be configured for this process.

Included with the Payer Bill Pay Interface is Payer Account Management. This functionality is described below.

PAYER ACCOUNT MANAGEMENT

Included with all methods of checkout is the ability to enable payer registration and self-service account management. This feature can be enabled or disabled to best suit your needs. The following are the features available in the Payer Account Management functionality.

- Login/Logout
- User Account Registration
- Password Reset
- Payer Summary Page
- Add and Remove Service Account(s)
- Email Billing Management
- Autopayment Management
- Text 2 Pay Management
- Manage Stored Payment Methods
- Payment History
- User Account Modification

MISCELLANEOUS PAYMENT PAGES

The Online Payment Portal includes the ability to establish an unlimited number of forms to collect payments. The CORE Administrator Portal offers a user interface to configure the meta data about payments, the form fields to collect necessary data, and receipt messaging and handling. Included with the system is all the CORE Administrator and Reporting functionality noted above. The transaction types created with this system can be assigned role-based access to grant or exclude staff users' access. Miscellaneous Payment Pages can be accessed in the following manner:

Simple Payment Page. You can connect your website to a Simple Payment Page by simply using a hyperlink from your website. The form can be built in the CORE Administrator to collect data with specified business rules to improve the quality of the data captured. This can include specialized form fields, required fields, and multiple form pages.

Hosted Payment Page. With a hosted payment page, you can post data into the page from your website to populate field elements and enable postback functionality (described below). All functionality for the Simple Payment Page is available with a Hosted Payment Page.

Iframe Payment Page. An iframe Payment Page allows you to embed a Hosted Payment Page in your website using iframe technology. In addition to asynchronous postback functionality, the iframe Payment Page can postback using JavaScript to the parent frame.

API ACCESS

The Online Payment Portal also includes API access to conduct transaction inquiries, process payments, and manage users and their stored payment methods. The APIs also allow for the implementation of Internet Browser Tokenization (IBT). IBT allows you to embed transaction checkout functionality utilizing a JavaScript SDK to limit the increase in the scope of your network and application's PCI scope. While available with the Online Payment Portal, full implementation of the APIs requires additional professional services from CORE.

POSTBACKS

CORE offers asynchronous postback functionality to notify your system of payment activity. This functionality requires you to establish endpoints that will accept JSON post data. Available postback functionality includes notification of the following activities:

- Success
- Decline
- Error
- Cancel
- Cart Expiration
- Add Stored Method Success
- Add Stored Method Error
- Add Stored Method Cancel
- Modify Stored Method Success
- Modify Stored Method Error
- Modify Stored Method Cancel

If you are integrating the Online Payment Portal as an iframe, these postbacks can also be sent to the parent frame utilizing the JavaScript postMessage API. In an iframe scenario, an added postback is available to indicate when the iframe content begins and ends loading.

BILL NOTIFICATION (E-BILLING)

CORE's Payer Bill Pay Portal can be configured to allow users to subscribe to receive notifications of bill availability with links to the portal to complete a payment. The Bill Notification system aggregates bills by email address for convenience for the receiver of the notification. Deliverability, opens, and clicks are metrics that are tracked and reported on by the CORE Administrator to evaluate the effectiveness and adoption of email billing. In addition, reports are available that list users who subscribe and unsubscribe to this service.

BILL PRESENTMENT

In addition to the screens available in the Payer Bill Pay Portal, CORE can present a payer's bill in an HTML/CSS format or through a link to a PDF document. CORE recommends utilizing HTML/CSS templated bills for ease of access, speed, device support, and ADA compliance. CORE will replicate your bill utilizing HTML and CSS to present a facsimile of the bill that nearly identically matches the bill sample that you must provide prior to kickoff.

INTERACTIVE VOICE RESPONSE (IVR)

Payments can be made using CORE's IVR system. Accepting telephone payments via an IVR system eliminates security issues associated with live tellers taking card and ACH information over the phone. In addition, the system allows Payers who would prefer to interact with your organization over the phone with 24/7 access to account information and payment options. CORE's default system includes prompts in both English and Spanish. The initial greeting and the announcement prompt are customized for your organization

with the remaining communication being standard. A personalized, toll-free number will be established for your organization.

AUTOPAYMENT & SCHEDULED PAYMENTS

Registered Payers with stored payment methods can subscribe for autopayments and to schedule future payments/establish payment plans. These features can be configured on a transaction-by-transaction type basis. Autopayment includes the following configurable options:

- Payer email pre-notification of an upcoming auto-debit transaction
- Automatic withdrawal of a balance owed on a configurable date on or before the bill due date
- Transaction confirmation email to the payer
- Reporting of authorized, declined, zero balance, and exception transactions
- Card and ACH tender types supported
- Processing via automatic scheduling or Customer-triggered events
- Self-service account management by the Payer
- Custom management of Customer's subscriptions

The Scheduled Payments feature offers the following configurable options:

- Payer email pre-notification of an upcoming auto-debit transaction
- Automatic withdrawal of a balance owed on a configurable date on or before the bill due date
- Transaction confirmation email to the payer
- Reporting of authorized, declined, zero balance, and exception transactions
- Card and ACH tender types supported
- Processing via automatic scheduling or customer-triggered events
- Self-service account management by the Payer
- Custom management of Customer's subscriptions

TEXT 2 PAY

Registered payers can opt in to subscribe to CORE's Text 2 Pay feature to be prompted to pay for a bill via text message. The service delivers a text message detailing the balance owed, the payer's preferred payment method, and a response code to confirm the payment. Payers must register and associate a stored payment method to their account to utilize this service.

PUSH COMMUNICATIONS

The Online Payment Portal includes multiple methods to communicate with payers. Customers can send notifications to payers in multiple ways:

Automated Notifications. Notices of account changes, subscription changes, registrations, password changes, and eBills can be configured to be sent upon certain events.

On Demand Notifications. In addition to automated notifications, the Online Payment Portal provides the ability to email payers individually or to send messages to lists of payers.

P2PE / EMV DEVICE HARDWARE

CORE's Online Payment Portal allows you to use card processing point of sale devices to collect payments. P2PE devices help reduce your PCI scope to exclude your network. The devices support multiple merchant accounts to limit the number of devices required.

Services

IMPLEMENTATION PROCESS

The implementation process listed below applies to new and ongoing projects. There are no implementation activities necessary to maintain the solution already in place

The Implementation Process will begin after the Customer delivers the preliminary data requested on the Data Request Form. The process will include the following steps.

Customer Data Delivery. To most efficiently implement your solution, CORE requires preliminary information and system communication access from your organization. This data allows CORE to plan its process, understand the particulars of your system, and allocate the proper resources for your implementation. If you have questions regarding the data requests, CORE's Project Manager can answer your questions.

Kickoff Meeting. The kickoff meeting will occur shortly following receipt of the requested information. During this meeting, our collective teams will review the implementation process, identify responsible parties, review the project scope, discuss any questions about your project, and review the initial timeline.

Integration Configuration, Site Buildout, and Testing. CORE implementation specialists and engineers work two-week Sprints in an Agile/Scrum process. Sprints allow implementors and engineers to focus on assigned tasks during a two-week period.

Progress Meetings. CORE will hold progress meetings with the customer, as needed, to provide project status and identify any potential risks. Time will be reserved in each progress meeting for questions and answers.

Training. CORE will provide training to your staff through online training sessions, on-demand training, and documentation. CORE will provide up to two training sessions at no additional cost. While additional training sessions may be requested, you will have unlimited access to our Support Team both by phone and email post go-live.

User Acceptance. You will have access to features and functionality for review upon completion of development and configuration for a period of time (up to two weeks) and prior to launch to review the system to confirm system functionality and readiness.

Go Live. Upon completion of the User Acceptance period, CORE will coordinate a go-live date with you when your links should be changed to point to the new system. While still available to you for questions, our Implementation Team will begin transitioning you to our Client Success and Support Teams for ongoing support, questions, change requests, and maintenance activities.

MARKETING

CORE offers marketing services at no cost to you to promote the Online Payment Portal to your customers. These services include providing you with a Launch Toolkit. The CORE Launch Toolkit provides communication templates, social media content, and other marketing collateral that our customers may choose to use before/during their transition to CORE. These assets were developed with the following goals in mind:

- Create awareness/socialize the CORE transition
- Promote a change in mindset and process
- Strongly encourage internal stakeholders to participate in launch and training events
- Provide clarity and transparency during the transition process for both internal stakeholders and external customers

SUPPORT

CORE prides itself on delivering superior support to our customers. CORE consistently exceeds its support SLAs of responding to support incidents within the incident-driven timeframe. CORE offers the following support as part of all engagements:

Customer Support. CORE is available to you between the hours of 8 am and 5 pm ET for general inquiries, technical assistance, reconciliation assistance, and functionality questions. Our Support Team can be contacted by email or by telephone. In the event of an emergency incident (e.g., system outage or unavailability), CORE provides twenty-four hour per day escalation support at no charge.

Payer Support. You will provide the first tier of support to Payers with questions. In the event an issue arises that you are unable to answer, CORE will help the Payer upon escalation from your organization. Payer Support is available during normal business hours (8 am – 5 pm ET).

Tax Season Support. During tax season, CORE will be available 24x7 to support you and your taxpayers.

Reconciliation Support. CORE will work with the County and its designees to ensure all transactions are reconciled daily. In addition, CORE will provide the County with daily export files to use to record transactions in its system(s) of record.

CUSTOM DEVELOPMENT

CORE will make its engineers available to make enhancements, custom integrations, template and design changes, and other services at the request of the County. These services will be scoped and an estimate will be provided as requests from the County are made.

Fees

The following are the fees for the engagement

SERVICE FEE PROCESSING:

CREDIT AND DEBIT CARD PROCESSING:

Service Fee	2.45%	Billed to the Payer
Per Transaction Fee	\$0.00	Billed to the County
Chargeback Fee	\$7.50	Billed to the County
Retrieval Fee	\$7.50	Billed to the County
Credit Card POS Terminal	\$399.00	Billed to the County

ACH / eCHECK PROCESSING:

Service Fee	0.00%	Billed to the Payer
Per Transaction Fee	\$1.00	Billed to the County
Return Fee	\$7.50	Billed to the County
ACH Verification Fee	\$0.65	Billed to the County
Service Fee	0.00%	Billed to the Payer

ABSORBED FEE PROCESSING:

CREDIT AND DEBIT CARD PROCESSING:

All Interchange, Dues, Assessments, Network and any other Processing Fees	Pass-Through	Billed to the Payer
Per Transaction Fee	\$0.30	Billed to the County
Discount Rate	0.30%	Billed to the County
Chargeback Fee	\$7.50	Billed to the County
Retrieval Fee	\$7.50	Billed to the County
Credit Card POS Terminal	\$399.00	Billed to the County

ACH / eCHECK PROCESSING:

Service Fee	0.00%	Billed to the Payer
Per Transaction Fee	\$0.20	Billed to the County
Return Fee	\$7.50	Billed to the County
ACH Verification Fee	\$0.65	Billed to the County
CUSTOM DEVELOPMENT / HOUR	\$300.00	Billed to the County

|

Exhibit B: Statement of Work

Project Summary

CORE has an existing relationship with Harris County to provide the software and services noted in Exhibit A. The initial scope of work for this engagement is to extend the County's current license and for CORE to continue to support the County's use of the software. Additional projects currently in process are detailed in the Scope.

Scope

EXISTING LICENSES, CUSTOM IMPLEMENTATIONS, AND SUPPORT

Online Payments

- CORE worked closely with the HCTO to integrate online payment processing solutions. To achieve the required and sophisticated systems interoperability, integrations and data management were completed with TOBIE, ACT Tax Management software, Linebarger and the County's online tax portal.
- This solution also required CORE to custom design and host an online payment page with well-defined post-back data requirements.
- CORE also integrated their dual-MID Card and ACH Processing solution via an integration with TSYS' Transaction Express Platform.
- Customized and real-time data management and system posts-back were also developed.

In Person Payments

- Provide customized P2PE & semi-integrated card device solution for in person card payments
- CORE designed, hosts and integrated a payment checkout site to assist HCTO cashiers with completing payment transactions
- This solution has scaled over the years and now supports over 15 HCTO Payment Items
- CORE further customized and is providing transaction data management services, support and an online, on-demand reporting portal.
- CORE is also driving and managing the integrated dual-MID service fee processing solution.

IVR Payments

- CORE worked closely with the HCTO to integrate dual-MID service fee card and ACH processing into the County's IVR vendor's solution: Encore Technology Group.
- This solution required integration into TSYS' Card & ACH processing platform.
- CORE designed, hosts and integrated a payment checkout site to assist HCTO cashiers with completing payment transactions.
- This solution has scaled over the years and now supports numerous HCTO Payment Items
- CORE further customized and is providing IVR transaction data management services, support and an online, on-demand reporting portal.

Supporting Services

- TSYS Card Genius Processing Platform Integration
- TSYS ACH Transaction Express Platform Integration
- Real-Time ACH Web Verification Integration & Services
- HCTO DEX Data Transaction Management
- Payment Settlement Window Management
- Full-Time Systems Monitoring & Management
- Tax Season Peak Volume 24x7 Monitoring & System Scaling

- Tax Season Call Center Support
- Card Brand Compliance Management
- NACHA Compliance Management
- Real-time Duplicate Transaction Prevention
- Real-Time Fraud Detection
- Declined Card Transaction Management
- Declined ACH Transaction Management
- Level 1 PCI Compliance
- PCI Compliance Consulting
- Customized Online & On-Demand Reporting Portal
- Customized Daily Transaction Export Files
- Cadence Treasury File Management
- TSYS Card Processing File Management
- TSYS / Check Commerce ACH File Management
- AmEx Processing File Management
- Duplicate Transaction Prevention
- Fraud Detection Services
- Daily Card, ACH & AmEx Reconciliation
- Daily Base & Service Fee Chargeback Management
- Daily ACH Return Management
- Daily Payment Void & Refund Transaction Management

PROJECTS CURRENTLY IN PROGRESS

- Convert SOAP service to REST for performance and scalability gains and as part of general maintenance to incorporate new technologies.
- Enable stored payment methods and payment plans for taxpayer ease of use, to drive adoption, and to reduce user error.
- Enhance automation of daily reconciliation tasks using the bank's BAI files. This Automate reconciliation (ingest the new Chase BAI file and enable logic to streamline reconciliation. Benefits us as much as them.)
- Update CORE's export file to match the ACT lockbox format. This is to simplify and speed communications by eliminating the dependency on the depository bank to generate the file. This also helps with the portability of the depository bank services.
- Web-enable several additional miscellaneous payments identify by the Tax Collector-Assessor

Exhibit C: Support, Escalation and SLA Policy

This document defines CORE's support and escalation procedures.

NORMAL BUSINESS HOURS

Unless otherwise agreed between CORE and Customer in writing, the services described in this section shall be rendered during CORE's normal business hours and utilizing the appropriate phone and email information noted below. In-Person and Online customers will also be provided to CORE's Service Cloud portal for creating and managing their issues.

Product	Business Hours	Phone	E-Mail
In-Person	7:00 a.m. to 9:00 p.m.	866-567-2673	softwaresupport@corebt.com
Online	8:00 a.m. to 5:00 p.m.	877-634-3468	support@corebt.com
Merchant	9:00 a.m. to 6:00 p.m.	407-331-5465	Merchant_support@corebt.com
SIP	10:00 a.m. to 7:00 p.m.	800-764-0844	supportteam@corebt.com

DESIGNATED CORE HOLIDAYS

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

ELIGIBILITY

Subject to Customer's compliance with the terms of this Agreement and in consideration of Customer's payment of the Fees, CORE will perform the support described in this section. All support and escalation must be initiated by the designated authorized representative of the client. No end-user support is provided with this Agreement.

SUPPORTED VERSION

In Person

CORE shall support the version of the Products and Services being used by the Customer regardless of subsequent upgrades for a period of three (3) years; it is understood by the Customer that implementation of upgrades may be necessary to optimize performance, leverage new features, and receive functional updates.

Online, Merchant Services, SIP

CORE will maintain your Products and Services on the current version of the software.

PROCESS

Support will take effect after basic diagnostic steps have been performed in accordance with the specification document. For system unavailability, a system reload may be performed as part of system diagnostics.

1. **Initiation**

The call or email must be initiated by an authorize service representative and must be received

through CORE's appropriate telephone support lines or email addresses noted above.

2. **Logging**

The support request is logged and includes time and date received, name of caller, description of problem and action taken.

3. **Acknowledgement**

The call is acknowledged and assigned according to the service level table definitions.

4. **Service and Support**

Production support will be attempted by the helpdesk personnel. If a solution cannot be achieved by the Helpdesk, service and support will be performed in accordance with the definitions stated in the Service Level Table.

5. **Escalation**

Escalation occurs in accordance with urgency and escalation table.

6. **Callback**

Response time is as listed in the Service Level Table according to your contracted level of coverage.

Service Level Agreement

SERVICE LEVEL COMMITMENT

CORE will use its best efforts to ensure 99.5% Availability (as defined below) of the CORE ASP Service. A failure by CORE to meet this commitment will entitle Customer to claim a Service Credit (as defined below). "99.5% Availability" means that the CORE ASP Service will be unavailable no more than .5% in any calendar month, based on a 24-hour day, 365 days a year, as determined by CORE (excluding any period of unavailability described in subsection b below). The systems shall be deemed to be unavailable when CORE's automated monitoring system is unable to access the associated web or database servers ("Unavailability").

EXCEPTIONS

CORE's service level commitment does not cover any unavailability attributable to (1) Customer's use of the CORE ASP Service otherwise than in accordance with user guides from time to time made available to Customer; (2) any configuration or erroneous data entered into the CORE ASP Service by Customer; (3) any event beyond the reasonable control of CORE, including the malfunction or unavailability of any public Internet backbone or network or of any server or service not under the complete control of the CORE, or (4) Scheduled Maintenance pursuant to subsection (c) below.

SCHEDULED MAINTENANCE

"Scheduled Maintenance" shall mean any maintenance performed during a standard maintenance window as determined by CORE (a) of which Customer is notified 72 hours in advance or (b) the maintenance is performed without advance notice due to urgency of the maintenance to maintain the security and integrity of the system. Notice of Scheduled Maintenance will be provided to Customer's nominated point of contact by a method elected by CORE (telephone or email). CORE's standard Scheduled Maintenance window occurs on the following schedule:

- In-Person: Second Tuesday of the month between the hours of 1AM and 4 AM Eastern Time.
- Online, Merchant, SIP: Third Sunday of the month between the hours of 6am and 10am Eastern Time.

Customer shall be provided 24 hours advance notice in the event a change is made to the standard Scheduled Maintenance window. The CORE ASP Service shall not be deemed unavailable during Scheduled Maintenance.

SERVICE CREDIT REMEDY

If CORE determines, in its reasonable judgment, that the CORE ASP did not attain 99.5% availability during any calendar month, CORE will credit Customer's account the pro-rated Subscription Fee for one day's service for each additional .5% that the server is unavailable during any calendar month, provided that no credit shall exceed the pro-rated charges for one day's service for any single instance of Unavailability. All service credit requests must be in writing and emailed directly to CORE's accounting department with ten (10) days from the date of the server unavailability. Credits cannot be applied to any charges other than the Subscription Fee. Customers with multiple CORE services will not receive more than one credit for any instance of unavailability. Eligibility for any credits is subject to the customer's account being current and with no outstanding balances due. THIS CREDIT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE OUTAGE.

Limitations of Support.

RIGHT TO REFUSE REQUESTS

CORE reserves the right to refuse Service Support requests when:

- A person other than a designated Customer Authorized Support Contact requests support;
- Support request procedures or instructions are not followed; or
- CORE determines that the requested support would seriously degrade CORE ASP performance and/or integrity.

NON-SUPPORTED MATTERS

CORE will not provide Support for the following:

- Software that has been altered or modified by anyone other than CORE;
- Third-party consulting services including applications design or recommendation, recovery of lost data due to third-party services, or any third-party Customer purchase recommendations;
- Deficiencies created by Customer's negligence or fault;
- Deficiencies resulting from malfunction of equipment other than the CORE authorized Equipment; and
- Software not made available to Customer by CORE under this Agreement and the Schedules.

Other Customer Responsibilities

Customer agrees to limit access to CORE's support to the designated Authorized Customer Support Contacts listed in the Specification or as amended to this Agreement.

Customer agrees to limit the use of Support to occasions when the CORE ASP Service fails to function as described in the documentation or Project Specification, or Customer requires clarification of the documentation. Customer agrees to furnish descriptions of deficiencies in the form requested by CORE's Support staff. Customer also agrees to assist CORE's efforts to duplicate the deficiency.

Customer agrees to provide help at the location of the deficiency when telephone diagnostics and support are performed. This help includes but is not limited to moving cables, rebooting equipment, following verbal instructions to edit files and search directories, read screens, and any other such help as is required by CORE to effectively diagnose and resolve the deficiency. Customer's inability or refusal to provide such help or access releases CORE from any obligation to perform support at that location for that service incident.

Customer shall be responsible for referring to any instruction manuals provided to Customer to resolve routine system administration tasks. CORE's customer support staff will refer Customer to the appropriate manual or recommend additional training to Customer in those instances where Customer requests support and CORE's customer support staff determine that Customer's request is more appropriately handled by referring Customer to such sources.

Customer Authorized Support Contacts must have participated in training conducted by CORE during the implementation process prior to being designated as an Authorized Support Contact. In most cases, an Authorized Support Contact should be the user's immediate supervisor and his or her backup. In organizations where one department is responsible for the CORE ASP and another for Internet access and/or data communications systems, an additional primary and backup Authorized Support Contact may be designated from each of those two areas, for a total of four Authorized Support Contacts. CORE is not responsible for training replacement Authorized Support Contacts. Additional training services are available at the current rates.

Supplemental Services

CORE will provide Customer with the Supplemental Services described in this section, subject to Customer's payment of additional Support Fees agreed upon by the parties.

CUSTOM ENGINEERING

CORE shall have the right to charge Customer at CORE's then prevailing rate applicable to such services for the engineering of modifications to the CORE ASP Service requested by the Customer.

TRAINING

Customer may purchase additional training services at the CORE's then prevailing rate applicable to such services.

Term

This Exhibit D shall become effective upon the Effective Date of the Agreement and shall continue in full force and effect for so long as the Agreement is in effect.

Service Level Table

Priority Level	Definition	Escalation to next point	Response Time	Coverage (ET)
1	Product is down. No workarounds are available. Major product functionality is not working according to product specifications. CORE places top priority on the technical issue and all necessary resources are immediately assigned to the issue.	Reviewed by Support Manager on an hourly basis. If necessary, escalation to Engineering to be prioritized ahead of all other issues.	< 1 coverage hour	24 x 7 x 365
2	Product functionality is affected but suitable workarounds exist and product is not down. CORE places high priority on issues that are technical and issues are prioritized accordingly and work is performed during regular support coverage hours.	Reviewed daily by Support team. Escalated to management for review, as necessary. Issues which affect downtime are escalated immediately.	< 2 coverage hours	Monday – Friday In-Person: 7:00am – 9:00pm Online: 8:00am – 5:00pm Merchant: 9:00am – 6:00pm
3	Minor Product functionality is affected or minor processes cannot be completed. The issue is prioritized among other open issues of similar priority	Reviewed weekly by Support Analyst. Escalated to support manager for review, as needed.	< 4 coverage hours	Monday – Friday In-Person: 7:00am – 9:00pm Online: 8:00am – 5:00pm Merchant: 9:00am – 6:00pm
4	Product and Project specific enhancement request or change orders. Change orders are scheduled upon signed acceptance receipt from Customer. Product enhancement requests are reviewed by Product Manager periodically in conjunction with release schedule.	Reviewed weekly based on delivery or release schedule. Delivery will be quoted with response to each specific request.	Delivery will be quoted by Client Success Manager with response to each specific request	Monday – Friday In-Person: 7:00am – 9:00pm Online: 8:00am – 5:00pm Merchant: 9:00am – 6:00pm

ORDER OF COMMISSIONERS COURT
Authorizing execution of Addendum to an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2024 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF ADDENDUM TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND WONDERWARE INC.
D/B/A CORE BUSINESS TECHNOLOGIES**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the Addendum to the Agreement with Wonderware Inc. d/b/a CORE Business Technologies to provide programming and other services related to convenience fees collected and reconciliation reports for Harris County, Harris County Clerk's Office, Harris County District Clerk's Office and the Harris County Flood Control District at a cost to the County of \$186,121.00. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.