

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: BRENDA TUCKER

TODAY'S DATE: 06/01/2020

DEPARTMENT: JOHNSON COUNTY SHERIFF'S DEPARTMENT

SIGNATURE OF DEPARTMENT HEAD:

Adam King

REQUESTED AGENDA DATE: 06/08/2020

SPECIFIC AGENDA WORDING:

PREZI RENEWAL AGREEMENT/QUOTE

PERSON(S) TO PRESENT ITEM:

SHERIFF KING

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 MINUTES

ACTION ITEM:

X

WORKSHOP

(Anticipated number of minutes needed to discuss item)

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: JIM SIMPSON

IT DEPARTMENT:

AUDITOR:

PURCHASING DEPARTMENT:

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR:

OTHER:

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE:

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE

COURT MEMBER APPROVAL

Date 06/01/2020



RENEWAL

Quote Number: Q013373

Valid Until: 06/24/2020

Bill to:

Johnson County Sheriff's Office

Billing Address:

Johnson County Sheriff's Office
Anna agoodloe
204 South Buffalo Street
Cleburne, TX 76031
United States

Customer Address:

Johnson County Sheriff's Office
Anna agoodloe
204 South Buffalo Street
Cleburne, TX 76031
United States

Subscription Name: A-S00006236

Start Date: 08/09/2020

Renewal Term: 12 months

Payment term: Due Upon Receipt

Item	Quantity	Unit Price	Amount
Prezi Business for Teams	3 Licenses	600.00 USD	1,800.00 USD
		Subtotal:	1,800.00 USD
		Tax:	0.00 USD
		Total:	1,800.00 USD

Payment Information

Electronic Payment
[[SertifiPaymentAuth_1]]



RENEWAL

Quote Number: Q013373

Valid Until: 06/24/2020

Bank Transfer

Pay to: Silicon Valley Bank 3003 Tasman Drive, Santa Clara, CA 95054
Routing and Transit # 121140399
Swift Code: SVBKUS6S
Final Credit Account # 3300638679
For Credit of: Prezi Inc 450 Bryant Street, San Francisco, CA 94107
Contact: ar@prezi.com

Physical Check

Pay to: Prezi Inc.
Address: DEPT CH 19581, Palatine, IL 60055-9581

Signature Section: Authorized Signature

On behalf of Johnson County Sheriff's Office, the undersigned acknowledges that he/she has had the opportunity to review the terms and conditions herein included, and those located at <https://prezi.com/prezi-business-terms-of-use/>, and understands and agrees to be bound by the same. Additionally, the undersigned represent and warrants to Prezi that he/she has the right to authorize this payment method and execute this order on behalf of Johnson County Sheriff's Office.

Full Name: [[SFLD:FullName:W=150,H=15,R=True]]

Job Title: [[SFLD:JobTitle:W=150,H=15,R=True]]

Signature: [[SertifiSignature_1]]

Date: [[SertifiDate_1]]

READ THE FINE PRINT

PREZI Business Terms and Conditions

These Prezi Business Terms and Conditions, together with the applicable Order Form, constitute the "Agreement".

1. USE OF PRESENTATION SERVICES.

1.1 Prezi hereby grants to the customer identified in the Order Form (the "Customer") a non-exclusive, non-transferable (except as otherwise expressly permitted in this Agreement), world-wide, limited, revocable license for the Term of this Agreement to make use of the "Prezi Business" online presentation services specified in the Order Form (the "Presentation Services"). For the purposes of this Agreement, the rights granted in this Section 1.1 are collectively referred to as the "License Grant". (/)

1.2 Customer is responsible for all authorized and unauthorized access, activities and charges associated with the Customer's account and/or password(s) for the Presentation Services, except for unauthorized charges that can reasonably be determined to be the result of Prezi's mistake, omission or negligence in providing sufficient safeguards against unauthorized third party access to Customer's account. Customer is responsible for the confidentiality of its password(s), for all charges incurred from the use of the Presentation Services with its password(s) and for any and all charges made through the Customer's account by Customer's employees, agents, principals, consultants, or other entities or individuals in the employ of or engaged by Customer regardless of the reason for such charges.

1.3 Customer will not, nor knowingly allow any third party under Customer's direction or control to, use the Presentation Services to: (i) harass, threaten, impersonate or intimidate anyone; (ii) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or makes unauthorized disclosure of confidential or proprietary information or trade secrets; (iii) infringe, violate or misappropriate the intellectual property, publicity, privacy or other rights of any third party; (iv) violate any applicable law, rule or regulation; (v) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate links" or any other form of solicitation; (vi) transmit any worms or viruses or any code of a destructive nature; or (vii) claim or suggest an affiliation, sponsorship or endorsement on the part of Prezi. Prezi reserves the right to remove from display and/or delete any content, data or other material from the Presentation Services which, in Prezi's reasonable business judgment, violates any of the above prohibitions or as directed by law enforcement agencies, regulators or legal process.

1.4 Prezi owns all right, title and interest in and to the Presentation Services. Prezi reserves all rights in and to the Presentation Services and all other Prezi software, products and services that are not expressly granted in this Agreement. Nothing in this Agreement will be construed as granting Customer any property

rights in the Presentation Services or to any invention or any patent, copyright, trademark or other intellectual property right that has been issued, or that may issue, based on the Presentation Services. The Presentation Services are licensed hereby, not sold.

2. CUSTOMER CONTENT. For the purposes of this Agreement, "Customer Content" means any content uploaded by or on behalf of Customer to Prezi's systems, software and platform for use with the Presentation Services. Customer hereby grants to Prezi a world-wide, non-exclusive, revocable, royalty-free, fully paid, sublicensable and transferable license for the Term of this Agreement to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display, distribute and transmit the Customer Content: (i) for the purpose of providing the Presentation Services to Customer and (ii) to the extent Customer has designated any portion of the Customer Content as "Public Content" through the content management features of the Presentation Services, for Prezi to make use of such "Public Content" in connection with promotion and marketing of Prezi's products and services. Customer also hereby grants to Prezi a world-wide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to (a) analyze the Customer Content for the purposes of quality control, benchmarking and improving the Presentation Services and (b) maintain a back-up copy of Customer's "Public Content" indefinitely. Customer represents and warrants that it has all rights, clearances and authority necessary to grant the foregoing licenses to Prezi. Customer reserves all rights to the Customer Content that are not expressly granted in this Agreement.

3. TECHNICAL SUPPORT. Prezi will provide Customer with standard technical support for the Presentation Services which Prezi makes generally available to its customers at Customer's level of service (the "Technical Support Services").

4. AVAILABILITY. Prezi will use commercially reasonable efforts to make the Presentation Services available 24 hours per day, 7 days per week, except for (i) planned downtime for upgrades and maintenance to the Presentation Services (of

which Prezi will use commercially reasonable efforts to notify Customer in advance), (ii) emergency maintenance and (iii) unavailability caused by a Force Majeure Event (as defined below).

5. PROFESSIONAL SERVICES.

5.1 This Section 5 applies only if Customer has ordered professional services from Prezi. Prezi will provide the services specified in the applicable Statement of Work ("SOW") and in any subsequent SOWs entered into by and between the parties subject to this Agreement (collectively, the "Professional Services"). Prezi will perform the Professional Services in a competent and professional manner.

5.2 Customer will provide all assistance and cooperation to Prezi reasonably necessary to permit Prezi to perform the Professional Services, including assigning a project manager to (i) assist and coordinate with Prezi in connection with its performance of the Professional Services, (ii) serve as a principal point of contact with Prezi and (iii) perform the review, analysis and acceptance of any deliverables specified in the applicable SOW (each, a "Deliverable" and, collectively, the "Deliverables"). Customer acknowledges that failure to provide such assistance and cooperation may impair Prezi's ability to provide the Professional Services and may result in additional charges being invoiced to Customer as a result of additional time or expenses incurred by Prezi as a result.

5.3 Unless set forth to the contrary in the applicable SOW, Customer will be responsible for making, at Customer's sole expense, any changes or additions to Customer's hardware and software systems that may be required to support Prezi's performance of the Professional Services or the installation, implementation and/or use of the Deliverables.

5.4 The Professional Services will be performed for the project fee or at the hourly rate specified in the applicable SOW, plus reimbursement of Prezi's reasonable out-of-pocket expenses incurred in the performance of the Professional Services; provided that all such expenses must be approved in advance by Customer and be substantiated by appropriate written receipts. Prezi's invoices for the Professional Services will be paid by Customer within thirty (30) days of the invoice date.

5.5 Upon payment in full of all of Prezi's invoices for the Professional Services, Customer will have a worldwide, royalty-free, non-exclusive right and license to use the resulting Deliverables solely in connection with Customer's use of the Presentation Services on a trial basis for sixty (60) days from the effective date of the SOW (the "Trial Period"). Customer may terminate the Trial Period prior to its scheduled end by issuing a written termination notice to Prezi. Upon Prezi's receipt of the termination notice, the Trial Period will terminate, Customer's license to use the Deliverables will terminate, Customer may not make any further use of the Deliverables and Customer will be entitled to a credit for the amount of the fees and expenses associated with that portion of the Professional Services which directly relate to the applicable Deliverables. If Customer does not issue Prezi a written termination notice before the scheduled end of the Trial Period, Customer will have a worldwide, royalty-free, non-exclusive right and license to use the resulting Deliverables solely in connection with Customer's use of the Presentation Services for so long as this Agreement remains in effect.

5.6 Prezi reserves all rights to the Deliverables that are not expressly granted in this Agreement. Nothing in this Agreement will be construed as granting Customer any property rights in or to the Deliverables or in or to any invention or any patent, copyright, trademark or other intellectual property right that has been issued, or that may issue, based on the Deliverables. The Deliverables are licensed hereby, not sold.

6. **MARKETING.** Notwithstanding any confidentiality provisions of this Agreement, Customer grants Prezi the right, during the Term of this Agreement, to use the name and ^(U) logo of Customer to identify Customer in Prezi's public relations and marketing efforts, including Prezi's Web sites, press releases, media kits and

blog posts. Customer hereby grants Prezi a limited license to use Customer's name and logo for such purposes, subject to any trademark/logo usage guidelines provided by Customer to Prezi.

7. Confidentiality.

7.1 For the purposes of this Agreement, "Confidential Information" means information not generally known to the public, whether of a technical, business or other nature that relates to this Agreement, or that is disclosed during the term of this Agreement, and that is designated as "confidential" or "proprietary" or other words of similar meaning. Confidential Information may be disclosed in written or other tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means. Confidential Information will not include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Confidential Information may include a third party's confidential information.

7.2 Each party agrees not to use any Confidential Information of the other party for any purpose except to perform its obligations or exercise its rights under this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees or consultants of the receiving party with a need to know. Each party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most highly confidential information and will ensure that its

employees and independent contractors who have access to Confidential Information of another party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof. Each receiving party will reproduce the disclosing party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

7.3 If a receiving party is requested by any court, tribunal or governmental entity, or otherwise required by law to disclose any Confidential Information, it will, to the extent permitted by law prior to any such disclosure, notify the disclosing party and provide an opportunity to permit the disclosing party to seek a protective order or take other appropriate action. The receiving party will reasonably cooperate in the disclosing party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the Confidential Information.

8. FEES, PAYMENT AND TAXES.

8.1 The annual services fees for the Initial Term of this Agreement (as defined below) are due and will be paid to Prezi by Customer upon the "Start Date" specified in the applicable Order Form. The annual services fees due for each Renewal Term of this Agreement (as defined below) will be invoiced to Customer by Prezi no later than thirty (30) days prior to the commencement of such Renewal Term and will be due and will be paid to Prezi by Customer no later than the commencement of such Renewal Term.

8.2 In addition to any other remedies available to Prezi, Customer will pay a late fee of one percent (1%) per month (or the maximum amount permitted by applicable law, whichever is less) for any late payments hereunder.

(/)

8.3 Customer is solely responsible for any and all taxes, levies, charges and fees incurred or that may be payable to any taxing authority in connection with the transactions hereunder, other than any income tax incurred by Prezi. All fees stated herein are net of any applicable taxes.

9. TERM AND TERMINATION.

9.1 Unless terminated earlier as provided below, this Agreement will commence on the "Start Date" specified in the applicable Order Form and will remain in full force and effect for an initial period of one (1) year (the "Initial Term"), after which this Agreement will automatically renew for additional consecutive one (1) year periods (each a "Renewal Term"), unless either party provides advance written notice of non-renewal at least twenty (20) days prior to the end of the Initial Term or any then-current Renewal Term. The Initial Term and any Renewal Terms are together referred to herein as the "Term".

9.2 This Agreement may be terminated by either party at any time upon written notice to the other party in any of the following circumstances: (i) for the material breach of the other party, which material breach has remained uncured for a period of thirty (30) days from the date of written notice of such breach, (ii) for the other party's breach of its confidentiality obligations hereunder, (iii) an adjudication of bankruptcy of any party under any bankruptcy or insolvency law, or (iv) the appointment of a receiver for business or property of the other property or the making of any general assignment for the benefit of its creditors.

9.3 Upon the expiration or termination of this Agreement:

9.3.1 The License Grant to Customer and the Professional Services (if ordered by Customer and ⁽ⁿ⁾in effect at the time of such expiration or termination) will terminate; and

9.3.2 The receiving party of any Confidential Information will promptly return to the disclosing party all Confidential Information belonging to the disclosing party and will promptly certify to the disclosing party in writing such return.

9.4 Sections 2 and 8 survive any termination or expiration of this Agreement for as long as either party has any pending rights, duties or obligations thereunder. Sections 1.3, 1.4, 5.6, 7, 9.4 and 10 – 14, inclusive, will survive any termination or expiration of this Agreement.

10. REPRESENTATIONS, WARRANTIES AND REMEDIES; DISCLAIMERS.

10.1 Each party represents and warrants to the other party that (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, (ii) the execution, delivery and performance of the terms and conditions of this Agreement do not conflict with any other agreement to which it is a party or by which it is bound and (iii) it will at all times comply with all laws, rules and regulations applicable to its activities, duties and obligations hereunder.

10.2 Prezi represents and warrants that the Presentation Services, the Professional Services and the Deliverables (collectively, the "Prezi Assets") will not at the time of their delivery to Customer infringe, violate or misappropriate the intellectual property rights of any third party. During the term of this Agreement, if Prezi is found to be in violation of this warranty, Prezi will, at its sole expense, make reasonable commercial efforts to modify or replace the infringing Prezi Assets so that they comply with this warranty, without any material loss of the Prezi Assets' functionality, or to obtain the right for Customer to continue to use the Prezi Assets consistent with this Agreement. Customer will permit Prezi a commercially reasonable amount of time to effect such modification or replacement or to obtain such right prior to pursuing any other remedy for breach of this warranty.

10.3 EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PREZI MAKES NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SUBJECT MATTER. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PREZI'S PRODUCTS AND SERVICES ARE PROVIDED "AS-IS" AND PREZI DISCLAIMS ANY REPRESENTATION THAT ITS PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES WILL BE UNINTERRUPTED OR ERROR FREE.

11. INDEMNIFICATION.

11.1 Prezi will indemnify, hold harmless and defend Customer, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage, including reasonable costs and attorney's fees, asserted by any third party (a "Claim"), arising out of or relating to any alleged or actual infringement of any patent, trademark, or copyright, or alleged or actual misappropriation of any trade secret on the part of Prezi and/or its employees or agents in connection with the Presentation Services and/or Professional Services provided by Prezi under this Agreement, except to the extent that such Claim arises out of or relates to (i) any Customer Content or (ii) Customer's use of the Presentation Services and/or Professional Services in manner which violates or which is not authorized by this Agreement.

11.2 Customer will indemnify, hold harmless and defend Prezi, its shareholders, directors, officers, employees and agents from and against any Claim arising out of or relating to (i) any Customer Content or (ii) Customer's use of the Presentation Services and/or Professional Services in manner which violates or which is not authorized by this Agreement.

11.3 An entity entitled to indemnity and defense hereunder (an "Indemnified Entity") shall permit the party providing such indemnity and defense (the "Indemnifying Party") to defend or settle any such Claim, provided, however that the Indemnifying Party shall not enter into any settlement agreement that would result in any admission by the Indemnified Entity or payment by the Indemnified Entity without the Indemnified Entity's prior written consent, the Indemnified Entity may at its election participate in the defense of such Claim through separate counsel at its own expense, and the Indemnified Entity provide the Indemnifying Party all reasonable assistance (at the expense of the Indemnifying Party) in connection with the defense or settlement of any such Claim.

12. LIMITATION OF LIABILITY. EXCEPT IN CONNECTION WITH the breach OF a party's CONFIDENTIALITY OBLIGATIONS HEREUNDER OR THE INDEMNIFICATION OF THIRD PARTY CLAIMS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE PARTIES TO THIS AGREEMENT. EXCEPT IN CONNECTION WITH THE breach OF a party's CONFIDENTIALITY OBLIGATIONS HEREUNDER, THE INDEMNIFICATION OF THIRD PARTY CLAIMS OR NON-PAYMENT OF ANY AMOUNTS DUE HEREUNDER, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE DAMAGES EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO PREZI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE ACTS GIVING RISE TO SUCH DAMAGES AND/OR THIRD PARTY CLAIM.

13. DISPUTE RESOLUTION. All disputes between the parties arising from or concerning in any manner the subject matter of this Agreement will be resolved through binding arbitration by a single arbitrator pursuant to the American Arbitration Association's rules applicable to commercial disputes. The arbitration will be held in San Francisco, California.

14. GENERAL

14.1 This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles. This Agreement will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act, even if that law is adopted in California. If Customer is outside of the United States, the parties agree that rights and obligations of the parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods.

14.2 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

14.3 Failure by a party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

14.4 Customer may not assign this Agreement, and any assignment of this Agreement by Customer will be null and void; provided, however, that Customer may assign this Agreement to its successor in interest in connection with the sale of Customer as a going concern or in connection with the sale of all, or substantially all, of Customer's assets.

14.5 The parties are independent contractors. Neither party will be deemed to be an employee, ⁽ⁱ⁾ agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation

or responsibility on behalf of the other.

14.6 This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party.

14.7 Neither party will be liable for any failure or delay in its performance under this Agreement, except the making of payments, due to causes, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, strikes, riot, war, sabotage, terrorism, failure of suppliers and governmental action, which are beyond its reasonable control (each, a "Force Majeure Event").

14.8 The section titles and numbering of this Agreement are displayed for convenience and have no legal effect.

14.9 This Agreement may be executed in counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement.

14.10 This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter.

14.11 Prezi may revise these Prezi Business Terms and Conditions. If Prezi makes material revisions, Prezi will notify Customer, either through the user interface of the Presentation Services, in an email notification or through other

reasonable means. Customer's use of the Presentation Services after the date such revisions become effective will constitute consent to the revised Prezi Business Terms and Conditions. If Customer does not agree to the revisions, Customer must immediately stop using the Presentation Services.

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – PREZI, INC. – 2020**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This Addendum is part of an Agreement between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY" OR as "PREMISES PROVIDER"), and Prezi, Inc. ("Prezi" OR "COMPANY") hereunder (collectively, the "Parties" or each individually a "Party"). This Addendum is part of the Agreement with Prezi, Inc. and is intended to modify the Prezi Business Terms and Conditions and the "applicable order form" and other documents defining the Agreement between Johnson County, Texas and Prezi.

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to

accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that COMPANY might lawfully seek to claim as confidential, then County will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. COMPANY acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.

6.3

Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by COMPANY pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 72 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.

7.2

COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. COMPANY states that it is not ineligible to receive State or Federal funds due to child support arrearages

7.3

COMPANY verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. COMPANY further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.4

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

7.5

Notwithstanding any other provision in this Addendum or the associated documents, COMPANY is being contracted to provide information technology and services to maintain and make available information for use by Johnson County and the public, including documents, data, content and records. Said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

7.6

At any time following the expiration of the initial term of the contract, COUNTY may terminate the contract at its discretion by giving COMPANY 90 days written notice of such termination.

8.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. **THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY COMPANY IS HEREBY DELETED.** LR
(Initials of COMPANY Representative); RRH (Initials of Johnson County Judge).

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:


Roger Harmon
As Johnson County Judge

06/08/2020
Date

Attest:

ADDENDUM PREZI, INC.
JOHNSON COUNTY, TEXAS v1

Betsy Meyer
County Clerk, Johnson County



06/08/2020
Date

PREZI, INC. (COMPANY):

[Signature]
Authorized Representative of
PREZI, INC.

MAY 29, 2020
Date

Printed Name: Luke ROBERTSON

Title: RENEWALS SPECIALIST