



ORDER FORM

This Order Form (referred to herein as this "**Order**") describes the relationship between Suitebriar, Inc., having an office at 13800 Coppermine Road, Herndon, VA 20171 ("**Suitebriar**") and the customer identified below ("**Customer**"). This Order will become effective as of the date when this Order is executed by authorized representatives of both parties (the "**Effective Date**").

CUSTOMER INFORMATION:

Name/Customer:

DA Office Hidalgo TX

Address:

On File

Principal Contact Person: Jamie Guerrero

Title: Systems Support Manager

Phone: 956.292.7604 ext 8089

Fax:

Email Address: jaime.guerrero@da.co.hidalgo.tx.us

TERM, PRODUCTS AND SERVICES, AND FEES:

Term: The term of this Order shall commence upon the Effective Date and continue for [one (1) year] unless earlier terminated in accordance with this Order (the "**Initial Term**"). Unless terminated in accordance with this Order, upon expiration of the Initial Term, this Order shall automatically renew for additional one (1) year terms (the "**Renewal Term**" and, together with the Initial Term, collectively referred to herein as the "**Term**") unless either party provides written notice of its intent not to renew the Order at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term, as applicable.

Products, Services and Fees:

By entering into this Order, Customer hereby agrees to pay the amounts payable for the third-party products (the "**Products**") and Suitebriar services (the "**Services**") selected below.

Subscriptions

Quantity	Type	Price Per User Per Month	Billing date	Price
195	G Suite Business*	\$12	02/27/2020	\$28,080.00
				0

Service

Quantity	Description	Billing date	Price
1	G Suite Suitebriar Support [GRATIS]	Upon Signature	\$0.00
		Total	\$28,080.00

Comments or special instructions:

*G Suite Term February 27, 2020 - February 27, 2021

* The following terms apply to the Google Cloud Platform Product: [12 mos.]

** The following terms apply to the G-Suite Product: https://gsuite.google.com/terms/2013/1/premier_terms.html

Note: The fees set forth above do not include any applicable taxes that may be due and payable by Customer. All amounts invoiced by Suitebriar to Customer hereunder shall be payable by Customer within thirty (30) days of the date of such invoice.

ADDITIONAL TERMS:

Configuration Services. In the event that Configuration Services are selected on this Order, the parties shall work together in good faith to deploy and configure the Products for Customer and its authorized users, including without limitation, providing reasonable configuration, implementation, project management and training relating to the Products. Customer will provide any and all necessary information and assistance to Suitebriar, including without limitation access to Customer's facilities, hardware and equipment, as reasonably requested by Suitebriar in order to facilitate the performance of the Configuration Services.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE APPLICABLE THIRD-PARTY TERMS, THE PRODUCTS, SERVICES, AND ALL INFORMATION AND MATERIALS PROVIDED BY SUITEBRIAR ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," AND SUITEBRIAR MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, RESULTS, WORKMANLIKE EFFORT, COURSE OF DEALING, AND TITLE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUITEBRIAR DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR VIRUS FREE. THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, TELEPHONIC AND ELECTRONIC COMMUNICATIONS. SUITEBRIAR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS OF DATA, EXCEPT SOLELY TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUITEBRIAR. CUSTOMER SHALL MAINTAIN A PROCEDURE EXTERNAL TO THE PRODUCTS AND SERVICES FOR THE RECONSTRUCTION OF LOST, DAMAGED, OR ALTERED DATA PROVIDED BY OR ON BEHALF OF CUSTOMER. FAILURE TO DO SO SHALL BE AT CUSTOMER'S SOLE RISK AND COST.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW IN NO EVENT SHALL SUITEBRIAR HAVE ANY LIABILITY TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EVEN IF SUITEBRIAR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL SUITEBRIAR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER BASED ON ONE CLAIM OR MULTIPLE CLAIMS, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THIS ORDER IN THE SIX (6) MONTH PERIOD PRECEDING SUCH CLAIM OR ACTION. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH THE THIRD-PARTY TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ORDER, IN NO EVENT SHALL SUITEBRIAR HAVE ANY LIABILITY IN CONNECTION WITH CUSTOMER'S USE OF THE PRODUCTS OR IN CONNECTION WITH THE THIRD-PARTY TERMS. SUITEBRIAR DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR THE ACTS OR OMISSIONS OF THE LICENSOR OF THE PRODUCTS (THE "**THIRD-PARTY LICENSOR**"), AND SUITEBRIAR WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR ANY AGREEMENT OR RELATIONSHIP BETWEEN CUSTOMER AND THE THIRD-PARTY LICENSOR.

Termination. Suitebriar may terminate this Order for cause in the event of any breach by Customer of this Order or the Third-Party Terms applicable to the Products selected by Customer under this Order (the "**Third-Party Terms**") unless Customer cures such breach within ten (10) days of notice of such breach.

Governing Law. This Order shall be governed exclusively by the internal laws of the State of Texas without regard to its conflicts of laws rules. Each party irrevocably consents to the exclusive jurisdiction of the federal and state courts in connection with any action arising under this Order and agrees that all such actions shall be exclusively commenced therein, and waives any right it may have to initiate, transfer or change the venue of any litigation brought against it by the other party.

Entire Agreement. This Order constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Order shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

[Signature page(s) follow.]

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Order effective as of the Effective Date:

SUITEBRIAR, INC.

By: Nick Connolly

Print Name:

Title: Principal

Date:

CUSTOMER

By:

Print Name:

Title:

Date:

 **DA Office Hidalgo TX_ G Suite Renewal FEB2020-FEB2021 (1).pdf**
133K

LEGAL APPROVAL

Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Mon, Feb 10, 2020 at 4:06 PM

To: Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>

Cc: "garza, victor" <victor.garza@da.co.hidalgo.tx.us>, Damaris Morales <damaris.morales@co.hidalgo.tx.us>, "Cantu, Rosalinda" <rosalinda.cantu@da.co.hidalgo.tx.us>

We had reviewed the Suitebriar agreements back in 2015 or 2016 with some recommended changes which they were agreeable to. Here are the recommended changes for this current order form (see attached notes):

- 1. Recommend striking the Indemnification paragraph;
- 2. On Paragraph title "Limitation of Liability", recommend adding the following language "to the extent permitted under the law,"
- 3. Governing Law paragraph should be changed to Texas, not Virginia.

If you should have any questions or need any further assistance, please feel free to contact our office.
Thank you,

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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 **Suitebriar.pdf**
850K

Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>

Mon, Feb 10, 2020 at 4:34 PM

To: Jaime Guerrero <jaime.guerrero@da.co.hidalgo.tx.us>

Cc: "ramirez, josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "Cantu, Rosalinda"

<rosalinda.cantu@da.co.hidalgo.tx.us>, Damaris Morales <damaris.morales@co.hidalgo.tx.us>, "garza, victor" <victor.garza@da.co.hidalgo.tx.us>

Good afternoon Jaime,

Could you please assist me with the below proposed changes on the Suitebriar renewal form, as per legal.

Thank you!

Sylvia Solis

Accountant IV

Office of the Criminal District Attorney

Ricardo Rodriguez, Jr.

Hidalgo County, Texas

100 East Cano, 2nd Floor

Edinburg, TX 78539

(956) 292-7604, Ext. 8084

(956) 318-2078, Fax

sylvia.solis@da.co.hidalgo.tx.us

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 **Suitebriar.pdf**
850K

Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>

Mon, Feb 24, 2020 at 8:06 AM

To: Jaime Guerrero <jaime.guerrero@da.co.hidalgo.tx.us>

Cc: "ramirez, josephine" <josephine.ramirez@da.co.hidalgo.tx.us>, "Cantu, Rosalinda"

<rosalinda.cantu@da.co.hidalgo.tx.us>, Damaris Morales <damaris.morales@co.hidalgo.tx.us>, "garza, victor" <victor.garza@da.co.hidalgo.tx.us>

Good morning Jaime,

Can you please give me a status on this request. Thank you!

Sylvia Solis

Accountant IV

Office of the Criminal District Attorney

Ricardo Rodriguez, Jr.

Hidalgo County, Texas

100 East Cano, 2nd Floor

Edinburg, TX 78539

(956) 292-7604, Ext. 8084

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Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>

Mon, Feb 24, 2020 at 11:07 AM

To: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Cc: "garza, victor" <victor.garza@da.co.hidalgo.tx.us>, Damaris Morales <damaris.morales@co.hidalgo.tx.us>, "Cantu, Rosalinda" <rosalinda.cantu@da.co.hidalgo.tx.us>

Good morning Josie,

Attached, please find the revised Suitebriar agreement reflecting your recommendations, for your review and final approval.

Thank you!

Sylvia Solis

Accountant IV

Office of the Criminal District Attorney

Ricardo Rodriguez, Jr.

Hidalgo County, Texas

100 East Cano, 2nd Floor

Edinburg, TX 78539

(956) 292-7604, Ext. 8084

(956) 318-2078, Fax

sylvia.solis@da.co.hidalgo.tx.us

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 **IMG_20200224_0001.pdf**
1863K

Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Mon, Feb 24, 2020 at 11:17 AM

To: Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>

Cc: "garza, victor" <victor.garza@da.co.hidalgo.tx.us>, Damaris Morales <damaris.morales@co.hidalgo.tx.us>, "Cantu, Rosalinda" <rosalinda.cantu@da.co.hidalgo.tx.us>

I have reviewed the revised agreement and approve as to form.

[Quoted text hidden]

[Quoted text hidden]

Sylvia Solis <sylvia.solis@da.co.hidalgo.tx.us>

Mon, Feb 24, 2020 at 11:20 AM

To: Damaris Morales <damaris.morales@co.hidalgo.tx.us>

Cc: "Cantu, Rosalinda" <rosalinda.cantu@da.co.hidalgo.tx.us>, "Galvan, Ana" <ana.galvan@da.co.hidalgo.tx.us>, Jaime Guerrero <jaime.guerrero@da.co.hidalgo.tx.us>

Good morning Damaris,

AI-52593

Purchasing Department 11. F.

CC CONSENT

Meeting Date: 12/15/2015

Submitted For: Marty Salazar, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

District Attorney's Office:

1. Requesting approval to purchase Email Data Deployment Services and 150 User Google Apps, Access Licenses from Suitebriar Inc., as an Open Market Purchase with (3) three quotes solicited by D.A.'s Office & I.T. Director - Renan Ramirez. The Data Deployment (Migration) will be a one time fee of \$2,700 and will incur an Annual License Cost of \$18,000 (150 users @ \$120.00 per user) for a First Year Investment of \$20,700 on Requisition 288453; thereafter, it will only be a recurring \$18,000/year.
2. Requesting Execution of attached Annual Statement of Work (License Agreement) upon approval.
3. Approval to remain in effect for all continued maintenance, support, training, upgrades, and license agreements as long as the District Attorney's Office operates Suitebriar's Data Access Licenses and as long as the License Agreement, Terms & Conditions remain the same.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1223-412-00-080-007-0-336

FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Current Expenditures for Commodity Code 92066 (Systems/Network Database Administration Services) equal \$11,571.93; current Funding Source is DA's Chapter 59 Funds but will remain open to all funding sources for future renewals.

Req #288453 for SuiteBriar, Inc., funds available as of 12-11-15; funds encumbered will cover one month (Dec. 2015).

Attachments

Vendor Quotes

Quote Tabulation

Req#288453

Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	dbetancourt	12/09/2015 10:42 AM
Budget & Management	Veronica Ortiz	12/09/2015 03:16 PM
Ivan Cantu	Ivan Cantu	12/11/2015 03:12 PM
Auditor's Office	Monica Salinas	12/11/2015 05:42 PM
Form Started By: rsalinas		Started On: 12/08/2015 04:37 PM
Final Approval Date: 12/11/2015		

AI-58692

Purchasing Department 13. G.

CC CONSENT

Meeting Date: 03/07/2017

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval for modification and ratification of the agreement for Suitebriar Google Apps Licensing and Managed Deployment to include an additional 15 users so as to **establish a minimum of 165** under the same terms and conditions with said term commencing February 28, 2017 through February 27, 2018 and subject to compliance to form 1295 if and when applicable.

BACKGROUND

Subject to HB 1295. Original Agreement was on AI-52593 on 12/15/15.

Fiscal Impact

FISCAL YEAR: 2017

ACCT. #: 7-1100-412-00-080-002-0-336

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding available as of 03/03/2017.

Attachments

Legal's approval

Suitebriar agreement

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	03/03/2017 01:01 PM
Budget & Management	Veronica Ortiz	03/03/2017 01:30 PM
Final Approval	Monica Salinas	03/03/2017 05:45 PM
Form Started By: Elena Gomez		Started On: 02/24/2017 12:00 PM
Final Approval Date: 03/03/2017		

AI-69002

Purchasing Department
14. K.

CC CONSENT

District Attorney

Meeting Date: 02/26/2019

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Damaris Morales, PURCHASING DEPT.

By:

Department: PURCHASING DEPT.

Information

CAPTION

Requesting ratification of the agreement for Suitebriar Google Apps Licensing and Managed Deployment to include an additional 20 users for a total of 185 users under the same terms and conditions as modified and agreed upon by both parties in 2015.

BACKGROUND

Original agreement approved by Commissioners Court on 12/15/2015 AI-52593 for 150 users and ratification approved on 03/07/2017 AI-58692 for 165 users.

Fiscal Impact

CALENDAR YEAR:	2019	ACCT. #:	9-1100-412-00-080-002-0-336
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	Y

BUDGETARY IMPACT:

Funding available as of 02/19/2019.

Attachments

Legal Approval

AI 52593

AI 58692

HB-1295

Quote

Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing - Internal	Marty Salazar	02/21/2019 10:32 AM
Budget & Management	Veronica Ortiz	02/21/2019 01:42 PM
Linda Flores	Linda Flores	02/22/2019 04:24 PM
Final Approval	Monica Salinas	02/22/2019 06:00 PM
Form Started By: Damaris Morales		Started On: 02/15/2019 10:56 AM
Final Approval Date: 02/22/2019		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Suitebriar Inc
 Herndon, VA United States

Certificate Number:
 2020-600625

Date Filed:
 03/20/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 da.co.hidalgo.tx.us

Date Acknowledged:
 04/01/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 406833
 Google Sales

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-600625

Date Filed:
03/20/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Suitebriar Inc
Herndon, VA United States

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

da.co.hidalgo.tx.us

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

406833
Google Sales

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Suitebriar	Herndon VA USA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Nick Connolly and my date of birth is 7/21/70

My address is 1300 Copper Mine Rd Herndon VA 22071 USA
(street) (city) (state) (zip code) (country)

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

Executed in Fairfax County, State of VA on the 31 day of March, 2020
(month) (year)

Nick Connolly
Signature of authorized agent of contracting business entity (Declarant)