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COUNTY OF HIDALGO TEXAS  
J. S. S. J.

STATE OF TEXAS §

COUNTY OF HIDALGO §

**AMENDMENT TO THE  
LICENSE AGREEMENT BETWEEN  
THE COUNTY OF HIDALGO, TEXAS AND SHAH SOFTWARE, INC.**

THIS AMENDMENT TO THE LICENSING AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS AND SHAH SOFTWARE, INC. (Agreement) dated August 18, 2015, by and between the County of Hidalgo, Texas, by and through the Hidalgo County Community Service Agency (Licensee) and Shah Software, Inc., (Licensor), is entered between the parties this 3rd day of February, 2016.

WHEREAS, Licensor and Licensee entered into an Agreement dated August 18, 2015, in which Licensor was to provide the services of twenty-six (26) "CaseManager – NewGen" software licenses to Licensee;

WHEREAS, Licensor and Licensee now desire to amend the Agreement as hereinafter provided;

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree to the following amendments to the Agreement:

8.7 Independent Contractor Status. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that Licensee has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

8.8 Indemnity. Licensor shall hold harmless and indemnify Licensee from and against any and all claims, demands, and course of action asserted by any third party arising out of or in connection with the services to be performed under contact.

8.9 Conflicts of Interest. Licensee's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Licensor.

8.10 Fraud, Waste, and Abuse. Licensee is prohibited from engaging in fraud, waste and abuse under this Contract. Licensee shall report any and all instances of fraud, waste, and abuse under this Contract within its knowledge to the Department of Housing and Community Affairs. Licensee agrees to fully cooperate with the Department's efforts to detect, investigate, and prevent waste, fraud, and abuse; including, but not limited to:

a. Access to Records. Licensee shall agree to give complete access to any and all of its records, employees, and agents to the Department, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of monitoring or investigating the program.

b. Non-discrimination. Licensee agrees to not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to the Department or to any appropriate law enforcement authority, if the report is made in good faith.

8.11 Alterations, Additions, or Deletions Required by Law. Any alterations, additions, or deletions to the terms of the contract which are required by changes in federal law and regulations or state statute are automatically incorporated into the contract without written amendment, and shall become effective on the date designated by such law and/or regulation.

8.12 Further Instruments and Documents. Licensor and Licensee hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

8.13 Authority to enter into contract. Licensor represents:

a. that it possesses legal authority to enter into the contract, receive and manage the funds authorized by the contract, and to perform the services Subcontractor has obligated itself to perform under the contract.

b. that the person signing the contract on behalf of the Licensor warrants that he/she has been authorized by the Licensor to execute the contract on behalf of the Licensor and to bind the Licensor to all terms set forth in the contract.

c. that Department shall have the right to suspend or terminate the contract if there is a dispute as the legal authority of either the Licensor or the person signing the contract to enter into the contract or to render performances thereunder and that should such suspension or termination occur, the Licensor is liable to the Licensee for any money Licensor has received for performance of provisions of the contract.

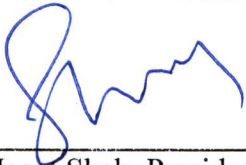
8.14 Limitation on Use. Licensee agrees not to use software for political activity, voter registration activities or voter registration.

8.15 Records Retention. Licensee shall retain records related to the use of software for a period of not less than three (3) years.

8.16 This Amendment shall supersede any and all prior Amendments to Agreement. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Licensor and Licensee shall ratify and confirm the terms and provisions of the Agreement as amended.

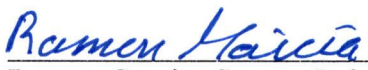
**WITNESS THE HANDS OF THE PARTIES** effective as of the date of the last party to sign this Agreement.

**SHAH SOFTWARE, INC.**

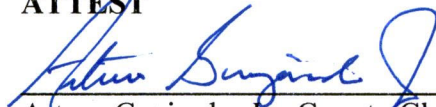
  
\_\_\_\_\_  
Jagat Shah, President

Date: \_\_\_\_\_

**THE COUNTY OF HIDALGO**

 Date: 2/3/16  
Ramon Garcia, County Judge

**ATTEST**

  
\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk



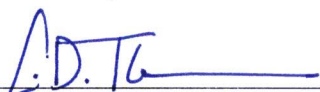
APPROVED BY  
COMMISSIONERS' COURT  
ON 2/3/16 

**ATTEST**

\_\_\_\_\_  
Stephanie Moore, Secretary

**APPROVED AS TO FORM:**

Office of Hidalgo County Criminal District Attorney,  
Ricardo Rodriguez, Jr.

By:   
\_\_\_\_\_  
Erin D. Thorn,  
Assistant District Attorney