

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR
THREE-YEAR MICROSOFT
LICENSE RENEWAL**

(Software One, Inc. - DIR-TSO-4061)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS ADDENDUM is made and entered into by and between **Williamson County, Texas** ("The County" or "Licensee" or "Company"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Software One, Inc.** ("SoftwareONE"). The County agrees to engage SoftwareONE to assist in providing certain goods and services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by all parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. This Williamson County Contract Addendum;
- B. DIR Contract #DIR-TSO-4061, including any mandatory customer terms;
- C. SoftwareONE Quote #US-QUO-1067879, dated December 12, 2022; and
- D. SoftwareONE Terms and Conditions, available online at:
https://www.softwareone.com/-/media/global/about/legal/softwareone-general-terms-and-conditions.pdf?rev=16d9db65ea514851adbde69a8dc13ddf&sc_lang=en-us.

In the event a dispute arises between terms and conditions of: (1) this Williamson County Addendum; (2) DIR Contract #DIR-TSO-4061, including any mandatory customer terms; (3) SoftwareONE Quote #US-QUO-1067879, dated December 12, 2022; and (4) SoftwareONE Terms and Conditions, available online at: <https://www.softwareone.com/->

/media/global/about/legal/softwareone-general-terms-and-conditions.pdf?rev=16d9db65ea514851adbde69a8dc13ddf&sc_lang=en-us, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Addendum; (2) DIR Contract #DIR-TSO-4061, including any mandatory customer terms (3) SoftwareONE Quote #US-QUO-1067879, dated December 12, 2022; and (4) SoftwareONE Terms and Conditions, available online at: https://www.softwareone.com/-/media/global/about/legal/softwareone-general-terms-and-conditions.pdf?rev=16d9db65ea514851adbde69a8dc13ddf&sc_lang=en-us.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the agreement relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the rights.

IV.

Term(s) and Pricing Pursuant to DIR-TSO-4061: SoftwareONE expressly agrees and will comply with honoring necessary terms and pricing pursuant to DIR-TSO-4061 through January 31, 2026.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate 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.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: SoftwareONE expressly agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of SoftwareONE which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. SoftwareONE expressly agrees that The County shall have access during normal working hours to all necessary SoftwareONE facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give SoftwareONE reasonable advance notice of intended audits. In no circumstances will SoftwareONE be required to create or maintain documents not kept in the ordinary course of SoftwareONE's business operations, nor will SoftwareONE be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the agreements relevant to this agreement.

IX.

Venue and Governing Law: Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

X.


County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of The County.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.


Williamson County:

SoftwareONE:

Authorized Signature
Date: _____, 2023



Shang Cronin (Dec 22, 2022 15:58 EST)
Authorized Signature
Date: Dec 22, 2022, 2023



David Stangel (Dec 22, 2022 14:57 CST)
Dec 22, 2022