AMENDMENT TO WILLIAMSON COUNTY ADDENDUM

TENEX SOFTWARE SOLUTIONS, INC.

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AMENDMENT TO WILLIAMSON COUNTY ADDENDUM ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Tenex Software Solutions, Inc. ("Vendor"), both of which are referred to herein as the parties.

WHEREAS, the County and Vendor entered into an Addendum for Goods and Services, dated effective July 30, 2024 (the "Agreement"), setting forth the terms and conditions pursuant to which Vendor agreed to provide certain software services and licenses;

WHEREAS, the Parties desires to amend the Agreement to increase the Not-to-Exceed amount to accommodate additional licenses.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. Section III. <u>Consideration and Compensation</u> of the Agreement shall be amended as follows:

<u>Consideration and Compensation</u>: Vendor will be compensated based on a fixed sum as set out in the attached quote (Exhibit "A.1"). The not-to-exceed amount for the Initial Term is <u>One Hundred Fifty-Nine Thousand Nine Hundred Dollars</u> (\$159,900.00). For all subsequent terms, the not-to-exceed shall be <u>Thirteen Thousand Five Hundred Dollars</u> (\$13,500.00). All payments made by the County under this Agreement shall be made from current funds available to County at each fiscal year.

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 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.

- II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
- III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY:	TENEX SOFTWARE SOLUTIONS, INC:
Bill Gravell (Sep 11, 2024 07:25 CDT) Authorized Signature	Authorized Signature
Bill Gravell	Ashley Raja
County Judge/Presiding Officer	Printed Name
Date: Sep 11, 2024	Date:

Date: Aug 27 2024 Time: 11:15 am

Williamson County Auditor's Office

Date: Aug 27 2024 Time: 6:51 am

5021 W. Laurel Street, Tampa, FL 33607 (813) 618-3639 | info@tenexsolutions.com

Williamson County, TX Precinct Central Additional Licenses

Date: July 23, 2024

To: Williamson County, Texas Elections Office

From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	ι	Jnit Price	Total
1	Hardware - 10th Generation iPad (10.2", 64 GB, with charging block & 3' charging cable)	100	\$	449.00	\$ 44,900.00
2	Hardware - Flip & Share Stand (includes stylus & cleaning cloth)	100	\$	100.00	\$ 10,000.00
.3	Software - Precinct Central EPB Software License (includes Touchpad, Console, & Data Studio)	100	\$	635.00	\$ 63,500.00
4	Service - Apple DEP/Cisco MDM Registration & Management	100		Included	Included
5	Service - Shipping & Configuration	100	\$	50.00	\$ 5,000.00
6	Hardware - Print Server (For connnection to ExpressLink)	100	\$	165.00	\$ 16,500.00
7	Hardware - Premium Large Carrying Case & Luggage Tag (hold 1 Touchpad, 1 ExpressVote (link) printer, & accessories)	100	\$	200.00	\$ 20,000.00

Year 1 - Total Purchase Price: \$ 159,900.00

Item #	Annual Software License & Maintenance Fees	Quantity	U	Init Price	Total
8	Software - Precinct Central Software License & Support (per unit, year 2 through year 5)	100	\$	135.00	\$ 13,500.00
9	Service - Apple DEP/Cisco MDM Registration & Management (per unit, year 2 through year 5)	100		Included	Included

Recurring Annual License & Maintenance Fees: \$ 13,500.00

Terms:

This quote is valid for 30 days and subject to change based upon contract terms and conditions or any change in configuration.

Signature	Date	PO # (if applicable)
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