



AMENDMENT NO. 1 TO THE MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT NO. 1. (the "Amendment") TO THE MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT dated September 10, 2017 (the "Agreement"), is between the Webb County (hereinafter "County"), and GOVOS, INC., (hereinafter referred to as "GovOS") is effective on _____, 2022 (the "Amendment Effective Date").

WHEREAS County and PropertyInfo Corporation ("PropertyInfo") entered into the Agreement in September of 2017 and whereas Kofile Technologies, Inc. desires to hereby assign its interest to its corporate affiliate, GovOS, Inc. and County agrees to such assignment ;

WHEREAS County and GovOS desire to amend the Agreement to reflect the addition of certain services as mutually agreed upon by the parties; and

WHEREAS the parties are currently in a term of the Agreement which expires on September 9, 2022 and the parties wish to extend the term of the Agreement for three (3) additional years.

NOW, THEREFORE, in consideration for continued performance, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree the Agreement is amended as follows:

- 1. Kofile Technologies, Inc. ("Assignor") hereby agrees to assign its interest and rights in the Agreement to GovOS and GovOS hereby assumes all rights and obligations under the Agreement. All references to PropertyInfo or Kofile in the Agreement are hereby amended to GovOS. County hereby agrees to the assignment from Assignor to GovOS.
2. The parties Agree the Term of the Agreement is hereby amended to extend the contract three (3) years from the current expiration date of September 9, 2022 to provide for a new expiration date of September 9, 2025.
3. Service Order 1 Section 4B Annual Software & Hardware Maintenance Costs is hereby amended by adding the following sentences at the end of the Section:
"Annual Maintenance for years 2022 -2025 is \$69,000.00 per year."
"Pricing for additional Services as set forth in Exhibit B or additional Schedules as mutually agreed upon in writing by the parties."
5. Exhibit B-Software & Security Enhancement Program is hereby added to the Agreement in the form as set forth in Exhibit B attached to this Amendment effective upon execution of this Amendment.

Except to the extent expressly modified herein, all of the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect.


* * * * *

MARGIE R IBARRA
COUNTY CLERK
FILED
2022 OCT -3 PM 3:48
WEBB COUNTY, TEXAS
BY [Signature] DEPUTY



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Kofile Technologies, Inc. as to assignment:



Jonathan Mohn
President
Date: 9/26/22

GovOS, Inc.

Josh Stanley
C.F.O.
Date:

WEBB COUNTY, TEXAS

By:



Authorized Signor Name:
Date:

County Manager Name:
Date:

IF NON-STANDARD LANGUAGE:

Not Applicable

County Attorney Name:
Date:

Not Applicable
attest for
Courtlynn D. ...



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Kofile Technologies, Inc. as to assignment:

Jonathan Mohn
President
Date:

GovOS, Inc.

[Signature]
Josh Stanley
C.F.O.
Date: *9/27/22*

WEBB COUNTY, TEXAS

By:

[Signature]
Authorized Signor Name:

Date:

County Manager Name:
Date:

IF NON-STANDARD LANGUAGE:

[Signature]
County Attorney Name:

Date:

[Signature]
9/27/22
Civil Legal Advisor



ATTESTED:

Margie Ramirez-Ibarra
Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato Paredes

Fortunato Paredes
Chief Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On September 26, 2022; Item No.8.a.



EXHIBIT B

SOFTWARE & SECURITY ENHANCEMENT PROGRAM “SSEP”

This Exhibit B- Software & Security Enhancement Program is issued pursuant to the Agreement. Except as provided for herein, the terms of the Agreement shall apply.

Term. The term of this Exhibit B shall coincide with the existing, and any renewal, term of the Agreement.

E-Commerce: Cloud-Search ecommerce feature permits Customer to charge Cloud-Search users a transaction fee. E-Commerce fees will be received by GovOS and remitted or credited, less applicable third-party payment processing costs, to Customer as set forth in the payment terms.

Payment. SSEP fees are included in the Fees provided for in Service Order 1 Section 4(b) Annual Software and Hardware Maintenance.

Implementation. The parties will meet and develop a mutually agreeable implementation schedule for new applications provided for in this Service Order once executed. GovOS will implement the following in Cloud Search for County users:

Subscriber Model:

- Subscribers can search indexes and view documents before purchasing document images;
- Subscriber fee to be retained by County;
- \$5.00 per document purchase regardless of page count, retained by County; and
- \$2.00 convenience fee applied and retained by GovOS

Non-Subscriber Model:

- Nonsubscriber can search indexes but cannot view document images prior to purchase
- \$7.00 per document purchase regardless of page count, retained by County;
- \$2.00 convenience fee applied and retained by GovOS



SSEP Services:

DESCRIPTION OF SERVICES		
GOVOS RECORDS SOFTWARE: PUBLIC SEARCH USAGE & SET-UP	<ul style="list-style-type: none"> ▪ Cloud-Based Public Search ▪ Cloud-based Public Forms Access ▪ Full Text searching and OCR processing 	<ul style="list-style-type: none"> ▪ Clerk portal for reporting ▪ Credit Card Payment Orchestration ▪ Unlimited document storage ▪ E-commerce capability
eGateway/eRecording enhancements	<ul style="list-style-type: none"> ▪ Migration to cloud-based architecture during 2022 ▪ High availability via redundant gateway architecture ▪ Ensures automatic rollover 	<ul style="list-style-type: none"> ▪ Hosted in high availability public cloud ▪ Enhanced retry and submission error processing to minimize communication issues ▪ User interface for monitoring and acting upon stock or errored submissions
IMPLEMENTATION & TRAINING SERVICES	<ul style="list-style-type: none"> ▪ Project Planning ▪ Project Management ▪ Software Configuration 	<ul style="list-style-type: none"> ▪ System Testing ▪ Training ▪ On-going Support
Data Back-Up and Disaster Recovery Services	<ul style="list-style-type: none"> ▪ Data back-ups of County data migrated to Cloud ▪ Extended retention period for maintenance of back-ups ▪ Daily back-ups, rolled to monthly back-ups with monthly back-ups retained for current year and full year-end back-ups for 5 years 	<ul style="list-style-type: none"> ▪ Backups stored in cloud in both real-time recovery platform and copied to off-site location. ▪ Backups made available to County immediately in support of County disaster recovery plan(s). ▪ Additional disaster recovery support services available on an hourly fee basis for customized solutions.
Business Process Review	<ul style="list-style-type: none"> ▪ GovOS subject matter expert who will lead a review of the workflows of key departments involved in managing your office. ▪ GovOS is a neutral party to review and evaluate how public records, processes and related data are managed, processed, and accessed within your County. 	<ul style="list-style-type: none"> ▪ GovOS team can identify areas in need of improvement and provide a detailed report of the findings with suggested solutions. ▪ BPRR includes review, analysis and report(s) of findings and recommendations. ▪ GovOs will coordinate scheduling: <ul style="list-style-type: none"> • Preparation work, digital analysis, planning meeting • Assessment of operations • Follow-up reviews and clarification calls • Analysis, recommendations, and report creation • Presentation of findings



CLOUD APPLICATION SUPPORT	GENERAL SUPPORT <ul style="list-style-type: none">▪ Toll-free Support/Helpdesk▪ User Group Meetings▪ Changes due to mandatory regulatory changes provided at no charge▪ 24X7 chat support for Public Portal users	ONGOING UPGRADES & ENHANCEMENTS <ul style="list-style-type: none">▪ Software is continually updated (at no additional cost)▪ New features are made available at no charge and enabled at County's request▪ WebEx presentation and training of new features with Release Notes
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Subscription. The cloud-services applications are provided to County based upon a subscription model whereby County is afforded access to the cloud-hosted services. Because this model differs from the licensing of the software maintained on-premises at County's facility, Section 3.0 of the following hereby replaces Section 3.01 (only) of the License with respect to the cloud-applications:

“Provided County is current on its fees pursuant to this Agreement, GovOS grants, and County hereby accepts, a nonexclusive, nontransferable, revocable subscription to the GovOS Cloud Applications on the terms and conditions set forth in this Agreement. The subscription provided is only for the use of County. County shall only allow administrative access to employees of County who are authorized to use the Cloud Application and who are trained in the use, confidentiality, security and protection of the Cloud Application(s) and related Content (“Authorized Persons”). County agrees to require all Authorized Persons to comply with the terms of this Subscription Agreement. The Cloud Applications including all text and other non-County content therein (“Content”) may not be reproduced, transcribed, duplicated or retransmitted in any form or by any means (electronic, mechanical, photocopied, recorded, or otherwise) without the prior written consent of GovOS. County acknowledges that with respect to the Cloud Application(s) that County is getting a subscription agreement for access to the Cloud Applications. GovOS will not be delivering copies of Cloud Applications software to County.



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