

STATE OF TEXAS
COUNTY OF WALLER

AMENDMENT TO THE AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND GRANICUS, LLC FOR A COURTHOUSE RECORDING SYSTEM AND RELATED GOODS AND SERVICES

This Amendment of the Agreement is entered into and effective as of the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas, a political subdivision of the State of Texas (“County”), and Granicus, LLC, a Minnesota limited liability company with its principal place of business at 1152 15th Street NW, Suite 800, Washington DC 20005 (“Contractor”) (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, County and Contractor are Parties to the original agreement, entered into on July 23, 2025 (the “Agreement”), which was entered into under a cooperative purchasing agreement between Contractor and The Interlocal Purchasing System (“TIPS”) contract number 220105;

WHEREAS, the Agreement is attached hereto and incorporated herein for all purposes as Exhibit 2;

WHEREAS, the Parties desire to amend the Term of the Agreement, and to add additional subscription services in accordance with Exhibit 1, attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the Parties agree that the foregoing is true and correct, and further agree to amend the contract as follows:

SECTION 1. AMENDMENT

- 1.1 The Contractor shall provide the additional services: Sound Search™, Avior™ 75, and EASE™ 75 to the County in accordance with Exhibit 1.
- 1.2 The Subscription Term shall terminate on December 31, 2026 as set forth in Exhibit 1. The Subscription Term shall not automatically renew upon termination, but the County shall have the option to renew for one (1) year periods thereafter.
- 1.3 Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect and continue to bind the Parties. If there is a conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment is entered into as of the last date of signature affixed hereto.

COUNTY

CONTRACTOR

WALLER COUNTY, TEXAS
a political subdivision of the State of Texas

GRANICUS, LLC
a Minnesota limited liability company

DocuSigned by:

Greg Eck

Carbett "Trey" Duhon, III
County Judge

71FB6CB5D812408...
Greg Eck
Senior Manager, Contracts

3/20/2026

Date

Date

ATTEST

Debbie Hollan
County Clerk



EXHIBIT 1

THIS IS NOT AN INVOICE

Order Form
Prepared for
Waller County TX

Procurement Vehicle: TIPS 220105 In Support of: Waller County TX

ORDER DETAILS

Prepared By: Esteban Bonilla
Phone:
Email: esteban.bonilla@granicus.com
Order #: Q-523139
Prepared On: 19 Feb 2026
Expires On: 17 Apr 2026

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription
End Date: 31 Dec 2025
Period of Performance: 01 Jan 2026 - 31 Dec 2026



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Sound Search™	01 Jan 2026 - 31 Dec 2026	Annual	1 Each	\$990.00	\$990.00
Avior™ 75	01 Jan 2026 - 31 Dec 2026	Annual	1 Each	\$7,920.00	\$7,920.00
EASET™ 75	01 Jan 2026 - 31 Dec 2026	Annual	1 Each	\$8,184.00	\$8,184.00
AVIOR Control Software License	23 Jul 2026 - 31 Dec 2026	Annual	1 Each	\$1,777.04	\$784.25
CaptionLive Basic (Automated)	23 Jul 2026 - 31 Dec 2026	Annual	150 Hours	\$9,554.20	\$4,216.50
SUBTOTAL:				\$28,425.24	\$22,094.75



PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: [HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://granicus.com/semiannual-updates/)

PRODUCT DESCRIPTIONS

Solution	Description
Sound Search™	Sound Search: Speech-to-Text software that can include searchable and navigable transcripts of events. Search the spoken word audio of a meeting.
Avior™ 75	AVIOR™ 75 Managed Service SaaS: Remote Switching for up to 75 meetings per year.
EASE™ 75	EASE™ 75 Managed Service SaaS: Up To 75 Indexed Meetings per year (EASE™) - Includes Media On- Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).
AVIOR Control Software License	Annual License Fee
CaptionLive Basic (Automated)	CaptionLive Basic - Automated Transcription Service in English with no text cleanup, per hour



TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-523139 dated 19 Feb 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Waller County TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.
- It is the customers responsibility to communicate any changes or provide updated schedules. Any meeting convened outside of the established meeting schedule shall require a minimum of forty-eight (48) hours' prior written notice to all relevant parties. The presence of a director at such meetings is not guaranteed. All such meetings will be shot in wide-screen format.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[<input type="checkbox"/>] - No [<input type="checkbox"/>] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-523139 dated 19 Feb 2026 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	

EXHIBIT 2

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND GRANICUS, LLC FOR A COURTHOUSE RECORDING SYSTEM AND RELATED GOODS AND SERVICES

This Agreement for a courthouse recording system and related goods and services (“Agreement”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and Granicus, LLC (“Contractor”), a Minnesota limited liability company, with its principal place of business at 408 Saint Peter St. Suite 600, Saint Paul, Minnesota 55102 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, pursuant to Texas Local Government Code Chapter 271, Subchapter F, the County may participate in a cooperative purchasing program with another local government of Texas or another State, or with a local cooperative organization of Texas or another State;

WHEREAS, The Interlocal Purchasing System (“TIPS”) is a purchasing cooperative created under the laws of the State of Texas that offers competitively procured contracts to its members;

WHEREAS, County is a member of TIPS;

WHEREAS, Swagit Productions, LLC was awarded a contract with TIPS, contract number 220105, in accordance with applicable law for certain goods and services;

WHEREAS, Swagit Productions, LLC assigned TIPS contract number 220105 to Contractor on July 28, 2023;

WHEREAS, Contractor provides goods and services under TIPS contract number 220105; and

WHEREAS, the County desires to purchase, and the Contractor desires to sell certain goods and services; and

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase;

WHEREAS, the County and Contractor desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

SECTION 1. AGREEMENT

- 1.1 Services to be Performed: The goods and services to be provided are contained in the Contractor's proposal ("Proposal") attached hereto as Exhibit A, and which Contractor represents and warrants is in accordance with TIPS contract number 220105. Contractor shall provide the goods and perform the services as described in, and in accordance with Exhibit A.
- 1.2 Contract Documents: The following documents constitute the "Contract Documents":
- a. This Agreement;
 - b. TIPS contract number 220105, together with all of its attachments and appendices; and
 - c. The Proposal, attached hereto as Exhibit A.
 - d. The Waller County Travel Policy, attached hereto as Exhibit B.

All of the Documents referred to in this Section 1 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) TIPS contract number 220105 with all of its attachments and appendices, 3) the Waller County Travel Policy, 4) the Proposal.

- 1.3 Additional Terms and Conditions: The terms and conditions in this Agreement apply to this Agreement, and are in addition to the terms and conditions contained in TIPS contract number 220105. This Agreement is not intended to conflict with or diminish the terms and conditions of TIPS contract number 220105.

SECTION 2. DESIGNATED REPRESENTATIVES

- 2.1 County's Designated Representatives: The County designates the Facilities Director as the Designated Representative with regard to the services performed under this Agreement.
- 2.2 Contractor's Designated Representatives: Contractor designates Natascha Halley as its Designated Representative with regard to the services performed under this Agreement.
- 2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

- 3.1 Contractor's Performance: Contractor shall be responsible for conducting its activities in order to achieve the performance of the Agreement. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to provide the goods and services in accordance with the terms and conditions of this Agreement.
- 3.2 Conference and Cooperation: Contractor shall confer with the County on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.

- 3.3 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to perform the services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.
- 3.4 Performance Warranty: Contractor represents and warrants to County that it has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession, and will perform and deliver the services in accordance with the highest professional standards. Contractor warrants to the County that the services will materially conform to all requirements and specifications contained in Exhibit A, and TIPS contract number 220105. All services will comply with applicable industry standards.
- 3.5 Compliance With Applicable Law: Contractor shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state, and local government, which may affect performance of this Agreement.
- 3.6 Quality of Goods: All goods supplied by Contractor must be new and in first class condition, and, if shipped, must be in containers suitable for damage-free shipment and storage. The goods must be warranted in the same manner and to the same extent as normally provided to other customers of Contractor or the product's manufacturer. "Factory seconds," "refurbished," or otherwise inferior items are not acceptable.
- 3.7 Condition of Goods: Goods supplied under this Agreement must be delivered in the best possible condition, covered by the product warranties provided by Contractor or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the County. In the event that a good fails to meet the requirements of the item's specifications, or the terms and conditions of this Agreement, Contractor must replace the defective good without charge for the replacement. The County may dispose of defective products that are not picked up by the Contractor without cost or penalty. Goods damaged in shipping are considered defective. Latent defects discovered after delivery and acceptance of any goods may result in revocation of the acceptance of such products.
- 3.8 Delivery of Goods: Contractor must pay for all freight, delivery, handling, and other charges incurred transporting and delivering goods to the County. The Contractor must notify the County immediately of an anticipated or actual delay in the delivery of the goods.
- 3.9 Title and Risk of Loss: Title to and risk of loss for goods to be provided hereunder shall pass to the County only when the County receives and accepts the goods.

SECTION 4. CONTRACT PRICE

- 4.1 Total Fee: In consideration of the goods and services to be provided by the Contractor under the terms of this Agreement, the County shall pay Contractor a fee for goods actually provided and services actually performed in an amount not to exceed ninety-two thousand eight hundred and fifty-four dollars and thirty-four cents (\$92,854.34).
- 4.2 Payment: The County agrees to pay Contractor for goods and services in the amount identified in Section 4.1 according to the terms and conditions of this Agreement. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

SECTION 5. TERM AND TERMINATION

- 5.1 Agreement Term: Except for the Subscription Term, the term of this Agreement shall begin on the Effective Date, and continue until terminated in accordance with Section 5.3.
- 5.2 Annual Subscription Term: The term for the annual subscription services shall be as set forth in Exhibit A. The Subscription Term shall not automatically renew at the end of the Subscription Term, but the County shall have the option to renew for one (1) year periods thereafter.
- 5.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.
- 5.4 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.
- 5.5 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.
- 5.6 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. The Agreement will continue in force during the 30 day notice period.
- 5.7 Notice of Termination: The terminating Party shall provide 30 days written notice of termination to the other Party as provided in Section 16.19.
- 5.8 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's reasonable satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
- 5.9 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.
- 5.10 Prorated Refund: In the event that the County terminates the Contract for cause prior to the termination date provided in Section 5.1, Contractor shall refund to the County a prorated portion of the Total Fee.

SECTION 6. NO EXCLUSION OR PAYMENT

- 6.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 7. RECORDS AND AUDITS

- 7.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 8. INTERPRETATION

- 8.1 Interpretation: This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

SECTION 9. SITE INSPECTION AND COORDINATION

- 9.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 10. WARRANTIES

- 10.1 Warranties: Contractor provide warranties to the County as required by TIPS contract number 220105. Contractor must assign any product manufacturer warranties to the County. All warranties, whether contained in this Agreement or TIPS contract number 220105, shall survive the termination of this Agreement.

SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

- 11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 12. INDEPENDENT CONTRACTOR.

- 12.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 13. INDEMNITY.

- 13.1 **INDEMNITY**: Contractor will defend County from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated

with either Party to this Agreement (“Claims”) and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, “Losses,” and including reasonable attorneys’ fees and court costs), to the extent arising out of any Claims that Contractor products and services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Contractor determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Contractor will, in its discretion: (i) replace the affected Contractor products and services; (ii) modify the affected Contractor products and services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Agreement term. Notwithstanding the foregoing, Contractor will have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) a modification to any solution by County (or by anyone under County’s direction or control or using logins or passwords assigned to County); (ii) a modification made by Contractor pursuant to County’s required instructions or specifications or in reliance on materials or information provided by County; or (iii) County’s use (or use by anyone under County’s direction or control or using logins or passwords assigned to County) of any Contractor products and services other than in accordance with this Agreement. This Section sets forth County’s sole and exclusive remedy, and Contractor’s entire liability, for any Claim that the Contractor products and services or any other materials provided by Contractor violate or infringe upon the rights of any third party.

With regard to any Claim subject to indemnification pursuant to this Section: (i) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (ii) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (iii) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party’s prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 14. INSURANCE REQUIREMENTS

14.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Granicus, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

- a. Workers Compensation in accordance with the laws of the State of Texas.

- b. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - c. Comprehensive general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.
 - d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 - e. Any other insurance coverages required under TIPS contract number 220105.
- 14.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.
- 14.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.
- 14.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.
- 14.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 15. ASSIGNMENT

- 15.1 Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 16. MISCELLANEOUS PROVISIONS

- 16.1 Recitals: The Recitals are incorporated into this Agreement.
- 16.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the

laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.

- 16.3 Appropriation of Funds: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses occurring after the date of termination.
- 16.4 Right of Review: The County may review and inspect any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.
- 16.5 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.
- 16.6 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 16.7 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of

the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If the Contractor is relieved from performance due to force majeure, the County will also be excused from making payment to the Contractor during the period of nonperformance. If the Contractor has already received payment from the County for the period of nonperformance, the Contractor shall refund a prorated portion of the payment made by County for the period during which performance is excused.

- 16.8 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 16.9 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 16.10 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 16.11 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 16.12 Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.
- 16.13 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.
- 16.14 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.
- 16.15 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.
- 16.16 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.
- 16.17 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify

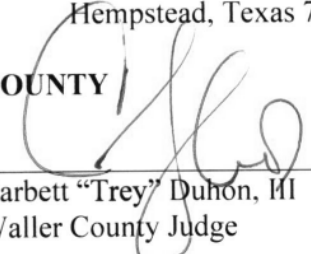
Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

- 16.18 Travel: Travel expenses must be approved by the County prior to the time the cost is incurred, and will only be reimbursed in accordance with Exhibit B, the Waller County Travel Policy. Unapproved travel expenses will not be reimbursed.
- 16.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
425 FM 1488
Hempstead, Texas 77445

COUNTY


Carbett "Trey" Duhon, III
Waller County Judge

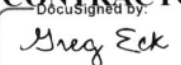
Date: July 23, 2025

To Contractor:

Attn: legalnotices@granicus.com
1152 15th Street NW, Suite 800
Washington, DC 20005

CONTRACTOR

Docusigned by:



71F86CB5D040405
[NAME] Greg Eck

[TITLE] Senior Manager, Contracts

Date: 7/14/2025



THIS IS NOT AN INVOICE

Order Form
Prepared for
Waller County TX

Procurement Vehicle: TIPS 220105 In Support of: Waller County TX

ORDER DETAILS

Prepared By: Natascha Halley
Phone:
Email: natascha.halley@granicus.com
Order #: Q-460090
Prepared On: 23 Jun 2025
Expires On: 22 Aug 2025

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.



PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Avior™ PRO Remote Broadcast System - Five Camera Setup	50% Up Front 50% Upon Delivery	1 Each	\$63,330.23
Advanced Caption Encoder/Decoder	Up Front	1 Each	\$10,059.93
Captioning Software Only	Upon Delivery	1 Each	\$3,242.54
Avior™ Setup and Deployment	50% Up Front 50% Upon Delivery	1 Each	\$1,087.56
AVIOR™ Standard Pre-Assembly & Install	50% Up Front 50% Upon Delivery	1 Each	\$4,833.60
SUBTOTAL:			\$82,553.86

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
AVIOR Control Software License	Annual	1 Each	\$1,615.48
CaptionLive Basic (Automated)	Annual	150 Hours	\$8,685.00
SUBTOTAL:			\$10,300.48



PRODUCT DESCRIPTIONS

Solution	Description
Avior™ PRO Remote Broadcast System - Five Camera Setup	Avior™ PRO Remote Broadcast System: Five HD Camera Solution
Advanced Caption Encoder/Decoder	Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)
AVIOR Control Software License	Annual License Fee
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
AVIOR™ Standard Pre-Assembly & Install	AVIOR™ Standard Pre-Assembly & Install (travel not included)
CaptionLive Basic (Automated)	CaptionLive Basic - Automated Transcription Service in English with no text cleanup, per hour

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-460090 dated 23 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Waller County TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms & Conditions of TIPS Contract # 220105 are incorporated herein by reference.

SWAGIT Product Specific Terms

In addition to the terms and conditions of your agreement with Granicus, your use of the Swagit product offerings (including hardware, software and services) will be governed by the additional terms set forth below. Any conflict between the terms of your agreement with Granicus and these product-specific terms will be resolved in favor of these terms solely as it relates to the Swagit Product.

1. AVIOR Broadcaster Hardware.

- a. Fifty percent (50%) of the total fees due for the hardware , pre-installation services and set up and deployment services will be invoiced upon contract signature. The remaining fifty percent (50%)

balance of the hardware fees and fees due for pre-installation and set up and deployment services will be invoiced upon completion of installation of the hardware at Client's designated location.

- b. Cancellation of any order for Avior Broadcaster hardware will result in Client's obligation to pay Granicus twenty percent (20%) of the total fees due for the hardware as a restocking fee, and Client is responsible for all costs associated with the return of the hardware to Granicus in resale condition.
 - c. Fees for Swagit Subscription Services related to Avior Broadcaster equipment will be invoiced upon contract signature. The initial twelve month subscription term will begin upon contract signature and will be prorated to reflect fees equaling that of a 10 month subscription period to account for installation time. The full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve-month rate plus annual increase.
- 2. EASE Encoder Hardware.**
- a. 100% of EASE encoder hardware fees and fees for installation and configuration will be invoiced upon contract signature. EASE encoders are not eligible for return or refunds.
 - b. Fees for Swagit Subscription Services related to EASE encoders will be invoiced upon contract signature and will be prorated to reflect an initial eleven month term. The subsequent full twelve (12) month renewal term will commence on the anniversary of the contract execution date and will be billed at the full twelve month rate plus any annual increase.
- 3. Warranty.** All equipment is provided to Client with the manufacturer's warranty associated with such equipment. Granicus disclaims all warranties, express or implied associated with the equipment, including any implied warranties of merchantability and fitness for a particular purpose. Granicus will provide Client with all documentation associated with the manufacturer's warranty upon request.
- 4. Camera and Broadcast Operations.** Granicus may need to operate the camera and broadcast system remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The Client will need to supply Granicus with access to such TCP and UDP ports with respect to the Client's Internet connection. Granicus will not be responsible for remote camera operations should Client fail to give Granicus such access, or if Client's Internet connection is interrupted. Additionally, in the event the Granicus needs to operate such system manually, the Client will provide access to the equipment at the Site designated by the Client in the Scope of Work.



BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[] - No [] - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-460090 dated 23 Jun 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

TIPS 220105	
Signature:	
Name:	
Title:	
Date:	