



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 144866

PAGE 1 OF 17

DATE: 3/11/2025

**SUBJECT: CONSIDERATION OF AIA CONTRACT DOCUMENTS SUBSCRIPTION -
PURCHASING DEPARTMENT**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a contract for AIA Contract Documents Subscription, for the Purchasing Department.

BACKGROUND

The AIA Contract Documents Subscription is an online service which provides access to all available standardized forms and agreements related to construction projects. Features include over two hundred (200) contracts and forms as well as editable, custom templates.

The term of the contract is twelve (12) months, effective March 11, 2025.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

The annual unlimited subscription for one user is \$1,900.00. Funding is available in account 10000-2025 General Fund/1830100000 Purchasing/522069 Subscriptions.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPO, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

AIA Contract Documents

powered by **catina**

New Unlimited Subscription- 1 User

Tarrant County

100 E Weatherford St.
Fort Worth, Texas 76196
United States

Cathy J. Halliburton

cjhalliburto@tarrantcountytexas.gov
(817) 884-1141

Reference: 20250107-103028098

Quote created: January 7, 2025

Quote expires: March 11, 2025

Quote created by: Eric Corvinelli

"Senior Sales Consultant "

ecorvinelli@aiacontracts.com

Comments from Eric Corvinelli

Important Note: Please verify accuracy of Company name and address before continuing.

THIS IS NOT A BILL. This is only a Quote for the new purchase of the AIA Contract Documents online service. This quote does not include applicable sales tax and should not be paid. **If your organization is tax exempt, please submit the exemption certificate directly to AR@contractdocs.com prior to accepting the quote AND wait for confirmation of receipt and acceptance before proceeding,** otherwise, taxes may be applied.

If you're not tax exempt and you wish to complete this purchase, please reply to this email and your contact Sales Rep will have Accounting send you a finalized invoice to which you may complete your payment via your preferred method of payment.

Lastly, after 1) approving this quote AND subsequent to 2) receipt of the finalized invoice, please complete your payment through the below link only:

<https://acdoperations.securepayments.cardpointe.com/>

Payments made through the software or on the eCommerce portal after receiving your finalized invoice will cause creation of a duplicate unpaid order on your account.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Annual Unlimited Use Catina Subscription	CATINA4	1	\$1,995.00 / year	\$1,995.00 / year for 1 year

Item & Description	SKU	Quantity	Unit Price	Total
Promotional Discount - Subscription Coupons or promotional discounts on purchases	PROMODISC	1	\$0.00	(\$95.00) after \$95.00 discount
			Annual subtotal	\$1,995.00
			One-time subtotal	(\$95.00) after \$95.00 discount
			Total	\$1,900.00

Terms and Conditions

I have read and agree to the Terms of Service for AIA Contract Documents.

I confirm the address shown above is the shipping address for purposes of calculating sales tax.

[Review Terms and Conditions](#)

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Cathy J. Halliburton

cjhalliburto@tarrantcountytx.gov

Questions? Contact me

Eric Corvinelli

"Senior Sales Consultant "

ecorvinelli@aiacontracts.com

AIA Contract Documents

TERMS OF SERVICE FOR CATINA CONTRACT DOCUMENTS ONLINE SERVICE

(Effective October 1, 2022)

Thank you for subscribing to the AIA Contract Documents Online Service, including its associated software system, templates, and forms (collectively, the “Catina Online Service” or “Service”), for your design or construction project. Review these Terms of Service (“Agreement”) thoroughly. This Agreement is a legally binding agreement between you and ACD Operations, LLC, a Delaware limited liability company, (referred to as “Catina,” “we,” “our,” or “us”). By clicking “I accept,” indicating acceptance electronically, or by accessing or using any part of the Service, you acknowledge that you have read this Agreement and agree to it. If you do not agree with any of the terms of this Agreement, you may not use the Service.

1. DESCRIPTION OF SERVICE

The Catina Online Service provides an interactive, internet-based platform that lets users create, edit, store, upload, download, share, and sign AIA Contract Documents® and other legal forms for their design or construction projects, using the templates and forms accessible through the Service. For more information regarding the Catina Online Service, please review the summary and description located at <http://www.aiacontracts.com>.

2. YOUR CLIENT INFORMATION

Your “Client Information” includes all the data you or your Authorized Users submit, upload, store, or send to or through the Service. You retain ownership of any rights that you hold in your Client Information. Your Client Information does not include databases, scores, metrics, or other analytics or derivative work generated by the Catina Online Service or otherwise created by or for Catina. Your Client Information also does not include data submitted by other users, data obtained from sources other than you, or any publicly available data. We will not use or disclose any Client Information except as expressly provided in Section 4 below. “Authorized Users” are your individual (and current) employees, contractors, or agents who are permitted by you to access the Service either directly through a named account or by invitation to the Share for Review feature, and who have agreed to abide by this Agreement. The license granted will specify whether you have received a single-user license or a license to authorize use by a particular number of Authorized Users. Each set of login credentials (name, password, authentication) is personal to the Authorized User to which they have been assigned, and may not be shared with other persons. Contact support@aiacontracts.com for assistance regarding changes to Authorized User accounts.

3. CATINA ONLINE SERVICE LICENSE GRANT

The Catina Online Service, and all associated proprietary and intellectual property rights (including trademarks, service marks, and trade names), are owned by Catina. Catina reserves the right to change or modify the Service, including any components and specifications thereof, in its sole discretion.

Catina provides you and your Authorized Users with a renewable, revocable, limited, term, non-exclusive, and nontransferable license to use and enjoy the benefit of the Catina Online Service for purposes of creating, editing, storing, uploading, downloading, sharing, and signing contracts and other legal forms using your Client Information, in the manner permitted by this Agreement.

Project Manuals

Catina permits you and your Authorized Users to include finalized AIA Contract Documents in project manuals only in the form and format produced by the Catina Online Service with any Additions and Deletions Report and accompanying D401™-2003 Certificate of Document's Authenticity. Except for the forms* noted below, finalized documents contain a watermark of a partial AIA logo on each page.

Catina permits you and your Authorized Users to include partially completed "DRAFT" AIA Contract Documents in project manuals only in the PDF format produced by the Catina Online Service when the document, except for the forms* noted below, contains "DRAFT" in the header and on the right side of each page. Draft documents will also contain a date stamp, time stamp, Order No., and expiration date in the footer.

Note: The following forms and their variants do not contain a watermark or "DRAFT" on the right side of the page: G702, G703, G732, G736, G737, G742, and G743.

Additionally, Catina permits you and your Authorized Users to include blank AIA Contract Documents in project manuals when the documents 1) are in PDF format, 2) are originally obtained through the AIA Contract Documents website, and 3) contain a "Sample" watermark. Documents containing a Sample watermark can be downloaded for free in PDF format from <https://www.aiacontracts.com>. The text and fields in a Sample document are locked and cannot be edited.

You do not acquire any right, title, or interest in or to the Service other than the limited license granted to you by this Agreement. All rights not expressly granted to you are reserved to Catina.

4. HOW YOUR INFORMATION IS USED

Any Client Information that you provide to us is subject to the Catina's Privacy Policy, which is which is available at <https://aiacontracts.com/#/privacy-policy>, incorporated into this Agreement and governs our collection and use of your Client Information.

You agree that we may identify you as an AIA member, a client, or a customer of Catina in furtherance of Catina's business, and that we may use and share aggregated, anonymized information (as set forth in this Section 4) from your projects and contracts. We will share such aggregated, anonymized information with third parties as set forth in this Section 4 and the Privacy Policy. Except as set forth therein, we will not share any Client Information with any third parties for any other purpose. By using the Service and uploading, submitting, storing, or sending Client Information to or through the Service, you hereby grant Catina a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to distribute, and otherwise utilize aggregated and anonymized data derived from Client Information ("Aggregated Data,") and to use, analyze, display, create, and publish derivative works based on Aggregated Data, and to perform internally all operations necessary for the creation of such Aggregated Data, in each case, solely in the furtherance of Catina's business.

Aggregated Data is data that has been standardized and anonymized by algorithmic scrubbing and removal of identifying information and then combined with one or more additional data sets.

5. YOUR OBLIGATIONS

You must access the Catina Online Service through a registered account using a username and a password, and any additional user authentication mechanism deemed appropriate by Catina. You may not share your username, password, and authentication mechanism with anyone. By accessing or using the Service, you agree that you will:

- Provide true, accurate and complete registration information and promptly provide any updated information.
- Keep your username and password confidential to prevent unauthorized use of your account. You are solely responsible for your Authorized Users and assume responsibility for any and all activity occurring through your username and password.
- Promptly notify us if you become aware of any loss or theft of your password or any unauthorized use of your account.
- Provide Catina reasonable cooperation required for use or implementation of the Service.
- Comply with all relevant data privacy laws regarding the transmission and processing of personal information.

You agree not to use, nor permit any third party to use, the Catina Online Service in a manner that violates this Agreement or any applicable law or regulation. You agree and you will cause your Authorized Users to agree not to:

- Reproduce, modify, copy, sell, trade, lease, rent, resell, or license the Service.
- Copy the text of any Catina Contract Document, in whole or in part, into a non-Catina document.
- Decompile, disassemble, or reverse engineer the Service.
- Market, distribute, display, post, or otherwise make available any part of the Service (including any templates and forms) apart from authorized use of the Service.
- Remove or alter any proprietary watermark, legal notice, header, or footer on any part of the Service (including any templates and forms) indicating that the Service is the property of Catina.
- Interfere with the Service or try to access it using a method other than the interface and the instructions that we provide.
- Use another user's username and password without permission.
- Upload spyware or any other malicious software to the Service.
- Attempt to probe, scan, penetrate, or test the vulnerability of the Service and the related system or network.
- Engage in unauthorized collection or use of personal or confidential information, including phishing, pharming, and harvesting.
- Transmit or otherwise provide any harmful or objectionable content on or through the Service, including content that (1) violates or infringes upon the proprietary and intellectual property rights of others; (2) impersonates another or is fraudulent, unfair, deceptive, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, or otherwise unlawful or reasonably objectionable; (3) harms Catina's reputation; or (4) encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

By accessing or using the Catina Online Service, you acknowledge that Catina may, but has no obligation to, monitor any user-provided information or content on the Service. You are solely responsible for the

accuracy, completeness, appropriateness, or legality of any content or information you submit or provide using the Catina Online Service. Catina does not edit, endorse, or approve any such content. Catina assumes no responsibility or liability for any claims that may result directly or indirectly from any third-party communications or interactions you establish.

6. COMMITMENT TO DATA SECURITY

How secure is my data?

We strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information that we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure. Unfortunately, there is no method of transmission over the internet, or method of electronic storage, that is 100% secure, and we are unable to guarantee the absolute security of the information that we have collected from you. We have outlined below some of our security and accessibility controls that are currently in place. As part of our effort to safeguard your information, Catina reserves the right to monitor your account activity related to the Catina Online Service (in accordance with applicable law). We do not publicly disclose specific details of our defense in depth security posture in order to avoid compromising these measures.

Physical Security: Catina Online Service is hosted in a top-tier data center with multiple layers of physical security and protections from environmental disasters.

Connectivity: Catina Online Service is accessed utilizing fully redundant high-speed network connections. A three-tier architecture exists behind next generation firewalls that provide IDS and IPS capabilities.

How do we protect your data?

Disaster Recovery: Catina Online Service was designed to be highly available and fault tolerant. Databases are replicated in real-time between geographically diverse top-tier data centers so that the Catina Online Service will continue to be fully functional.

Two Factor Authentication: Catina Online Service requires a unique username and password that must be entered each time a user logs on and, similar to financial institutions, a secondary method of authentication, such as phone or email, to establish that a trusted computer/browser is being utilized.

Penetration Testing: Catina Online Service engages an external organization to perform penetration tests at least semi-annually.

Security Best Practices: Although Catina Online Services provides multiple layers to keep your data safe, we are also dependent on you to ensure that you maintain the security of your account by using sufficiently complicated passwords. In addition, you and your authorized users need to have sufficient security on your own systems, such as anti-virus, anti-malware, firewalls, etc. If you suspect that your account has been compromised or if you notice anything suspicious, please contact us immediately at privacy@aiacontracts.com.

What else do I need to know?

European Union Users

Please refer to the EU Data Subjects section of our [Privacy Policy](#).

International Transfer: All data associated with Catina Online Service is stored in the United States. If you are located outside of the United States and choose to provide information to Catina Online Service, you are agreeing to have your information, including personal information, transferred to, and maintained on, computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ.

Deletion of Data: If you allow your subscription to Catina Online Service to lapse, decide not to renew, or terminate the service, we may destroy any Client Information, finalized contracts, draft contracts, or other materials stored in Catina Online Service. Prior to the expiration or termination of your Catina Online Service subscription, you should utilize the features within the Service to download and save local copies of any finalized documents you wish to retain.

No Unique Provisions: We are unable to provide or implement organization-specific accommodations, such as entering into individualized non-disclosure agreements or providing individualized security modifications.

Compliance with Laws: In the event Catina is requested or required, by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise, to disclose data contained in the Catina Online Service, Catina shall provide you notice of any such request so that you may seek, at your expense, an appropriate protective order. If, in the absence of a protective order, Catina is compelled by law, in the opinion of its counsel, to disclose any Client Information, Catina may make such disclosure after notice to you.

7. COPYRIGHT; DESIGNATED AGENT FOR NOTIFICATION OF CLAIMS OF INFRINGEMENT

Catina respects the intellectual property of others and asks you to do the same. Consistent with the Digital Millennium Copyright Act of 1998 (DMCA), we will respond to a notice of alleged infringement if the claim complies with the law, includes all of the requirements set forth below, and is properly reported to our Designated Agent. We will document all notices of alleged infringement upon which we decide to take action. If you believe that your copyright has been infringed through another's use of the Catina Online Service, please send to our Designated Agent a written notice of your claim, signed by a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed, and with the following information:

- A description, in reasonable detail (including any applicable URL address), of the copyrighted work that you claim has been infringed;
- A description, in reasonable detail, of where the material that you claim is infringing is located on the site controlled by Catina;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your written notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Designated Agent: Chad Polich, c/o ACD Operations LLC, 31 Boland Court, Greenville, SC 29615

Upon receipt of a properly reported and signed notice, we will take whatever action we deem appropriate in our sole discretion. We reserve the right to remove or disable access to material on the Service alleged to be infringing and/or to suspend or terminate your right to access and use the Service. If Catina suspends or terminates your access to the Service, Catina will make a good-faith attempt (as warranted) to contact the person or entity who posted the content so that they may make counter notification pursuant to applicable laws.

Pursuant to the DMCA, counter notifications may be sent to the Catina's Designated Agent. All counter notifications must include responsive information to what is set forth above, including any required statements or signatures.

You acknowledge that you may be liable for damages, including attorneys' fees and costs, if you materially misrepresent that a work or activity is infringing your rights.

As with all legal notices, a copy of the notice may be sent to one or more third parties who may make such notice available to the public.

8. PAYMENT TERMS

You agree to pay the applicable license or subscription fee(s) designated by Catina, including any taxes, for use of the Catina Online Service. You will pay the fee(s) for a designated time period in advance. The payment will not be refunded once it has been paid, even if you terminate use of the Service prior to the end of the designated period. We may increase the fee(s) no more than once each calendar year. If we do so in a given year, you will be subject to the new rate at the end of your designated period.

Your subscription will renew automatically for an additional one-year term unless you notify us at least 30 days prior to the end of the term (or any renewal term) of your subscription. You may make a request to terminate your subscription by email to: support@aiacontracts.com. If you provide a credit card to us for payment, you authorize us to automatically charge your credit card for any renewal.

Payments will be billed to you in U.S. Dollars (\$), and you must pay in U.S. Dollars (\$) using a method permitted by Catina.

Unless otherwise indicated by Catina in writing, you must pay any invoice within 30 days of receipt. All past-due payments will accrue interest at a rate of 1.5% or the highest rate permissible by law, whichever is less, per month on the unpaid balance from the due date until paid in full.

Catina reserves the right to terminate or suspend your access to the Catina Online Service if you fail to pay any amounts within 30 days of when due. You agree to reimburse Catina for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts.

9. AVAILABILITY OF SERVICE AND SUPPORT

We try our best to have the Catina Online Service available 24 hours a day, 7 days a week. There, however, may be times when the Service is unavailable for routine maintenance, to correct technical difficulties, or for some other reason. Availability of the Service is subject to change at any time in our sole discretion. You also acknowledge and agree we have no obligation to receive or process through the Service any Client Information whose technical requirements do not fit within the Service's specified technical parameters.

In addition to making the Catina Online Service available, we also agree to provide the technical support for the Service set forth on <https://aiacontracts.com>. We reserve the right to modify or terminate the offered support, and to determine the manner by which it is provided in our sole discretion. You are otherwise solely responsible for training and otherwise informing Authorized Users of the features and capabilities of the Catina Online Service.

10. OTHER TERMS AND CONDITIONS

Additional notices, terms, and conditions provided by us, may apply to the use of the Catina Online Service. You agree to abide by such other notices, terms, and conditions (as applicable). If there is a conflict between this Agreement and any other terms regarding the Catina Online Service, this Agreement governs to the extent of the conflict.

11. LINKS TO OTHER SITES

We have no control over third-party sites and are not responsible for their content. We do not endorse, and are not responsible in any way for, the content, the accuracy of the information, and/or the quality of the products or services provided by, made available through, or advertised on these third-party websites.

12. FEEDBACK

We welcome your feedback about the Catina Online Service and on how to improve it, and you can do so by emailing Catina at support@aiacontracts.com. By sending us any feedback, suggestions, or ideas, you represent and warrant that you have all rights necessary to convey them to us, and acknowledge that we may freely use any feedback, suggestions, or ideas you send us without any obligation to you. You grant Catina a worldwide, royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license to use and distribute the feedback, suggestions, or ideas that you provide to Catina in any way.

13. YOUR REPRESENTATIONS AND WARRANTIES

By accessing and using the Catina Online Service and/or accepting this Agreement, you represent and warrant to Catina that: (i) you are at least 18 years old; (ii) you are authorized to enter into this Agreement on behalf of yourself or the business using the Service; and (iii) you are authorized and able to fulfill and perform the obligations as specified herein.

With respect to the Client Information, you further represent and warrant that: (i) you own or have obtained all rights necessary to authorize your use of your Client Information; (ii) you have collected and are using the Client Information in accordance with all applicable laws (including regulations and attorney general or agency guidance, guides, or rulemaking) and privacy policies; and (iii) the Client Information will not contain any social security numbers, payment card information, third-party confidential information, or medical records.

14. OUR DISCLAIMERS OF WARRANTY

We provide the Catina Online Service using a commercially reasonable level of skill and care. But there are certain things we do not promise about the Service.

CATINA AND THE CATINA ONLINE SERVICE DO NOT PROVIDE LEGAL ADVICE. You are solely responsible for obtaining your own legal advice, for protecting legal privilege, and for abiding by or negotiating your

own contracts and legal terms and conditions. Consult the services of a competent legal professional when you need this type of assistance.

OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT, CATINA DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE CATINA ONLINE SERVICE. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICE; THE SERVICE'S RELIABILITY, SECURITY, OR AVAILABILITY; OR THE ABILITY OF THE SERVICE TO MEET YOUR NEEDS OR ACHIEVE CERTAIN RESULTS. WE PROVIDE THE SERVICE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND FOR USE BY YOU AT YOUR OWN RISK.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL SUCH WARRANTIES.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CATINA WILL NOT BE RESPONSIBLE FOR THE FOLLOWING: (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE CATINA ONLINE SERVICE; AND (B) DAMAGES RELATING TO A CAUSE THAT IS BEYOND CATINA'S CONTROL OR IS NOT REASONABLY FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES OR OTHER NATURAL DISASTERS, STRIKES OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. THE ABOVE LIMITATIONS APPLY EVEN IF CATINA HAS BEEN ADVISED OF THE POSSIBILITY OF THE EVENT GIVING RISE TO POTENTIAL LIABILITY.

WITHOUT LIMITATION OF THE FOREGOING AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CATINA, FOR ANY CLAIMS RELATED TO THE USE OF THE CATINA ONLINE SERVICE OR TO THIS AGREEMENT IS LIMITED TO YOUR LICENSE COST OR \$5,000 (USD), WHICHEVER IS LESS.

16. INDEMNITY

You agree to defend, indemnify, and hold harmless Catina and its employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Service or breach of this Agreement. Catina reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any such claims. You agree to reasonably cooperate as requested by Catina in the defense of such claims.

17. GOVERNING LAW

The laws of the State of Delaware, excluding Delaware's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Catina Online Service. The State and Federal courts of Delaware will have exclusive jurisdiction and venue over all controversies in connection with this Agreement. You and Catina consent to such exclusive and personal jurisdiction and venue. To the extent

permitted by law, (i) any claim you might have against Catina arising out of performance under this Agreement must be brought within two (2) years of the first occurrence of the underlying cause of the claim, or such claim or cause of action is barred; and (ii) you agree to waive any right to a jury trial in connection with any action or litigation arising out of or related to this Agreement and that You and Catina each has the right to seek attorneys' fees in any proceeding. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement.

18. TERM AND TERMINATION

This Agreement and your right to use the Catina Online Service will take effect at the moment you click "I accept," or access or use the Catina Online Service. This Agreement and your right to access and use the Catina Online Service will terminate automatically if you click "Reject". You may also terminate this license at any time by ceasing to use the Catina Online Service and providing Catina notice of the termination through your account. Termination is limited to the license Catina grants to you, and any the survival clauses stated in this Paragraph.

We reserve the right to terminate this license, or suspend or terminate your access to the Catina Online Service at any time, with or without notice, if we determine that you have violated this Agreement, including, without limitation, by providing any false, inaccurate, untrue, or incomplete information; by exceeding the scope of the license; by engaging in activities that compromise the security of the Service; or by failing to pay in a timely manner any applicable fees, charges, or costs. The provisions in this Agreement concerning ownership of intellectual property, feedback, confidentiality, warranties and disclaimers of warranty, limitations of liability, indemnification, termination, governing law, and the miscellaneous terms will survive the termination or expiration of this license for any reason. Termination is limited to the license Catina grants to you, and any the survival clauses stated in this Paragraph.

Notwithstanding the Termination provisions of this Paragraph, the following Paragraphs shall survive termination: 2; 4-7; 13-17; 19-20.

19. NOTICES

You agree to send any notice you are required to send to Catina to the following designated address: support@aiacontracts.com. Catina will and may provide any notice hereunder (effective upon submission) to the email address you provide to Catina as a part of registering to use the Catina Online Service. It is your responsibility to update and maintain current notice information. In addition, you agree that Catina may also communicate with you through the email address you provide and, for changes applicable generally to all users, through the posting of notice to and through the Catina Online Service.

20. MISCELLANEOUS

a) You and Catina agree that this Agreement is for the benefit of you, Catina, and any licensors of Catina. Accordingly, this Agreement is personal to you, and may not be assigned to any other person or entity without Catina's prior written consent.

b) This Agreement does not create any third-party rights.

c) Catina's failure to enforce a provision of this Agreement is not a waiver by Catina of its right to do so later.

d) A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

e) If any provision (or part thereof) in this Agreement is later determined to be unenforceable by a court of competent jurisdiction for any reason, such determination will not affect the remaining provisions (or parts thereof).

f) You and Catina are independent contractors. No joint venture, partnership, employment, or agency relationship exists between you and Catina as result of this Agreement or your use of the Catina Online Service. You have no right to bind Catina without its prior written permission.

g) The headings in this Agreement are inserted for convenience only and should not be construed to limit or modify the scope of any provision of this Agreement.

h) This Agreement represents the entire agreement between you and Catina regarding its subject matter, and it supersedes all prior or contemporaneous communications and proposals between you and Catina with respect to the Catina Online Service.

i) Unless otherwise agreed to by Catina, Catina reserves the right to change the terms and conditions of this Agreement and under which the Catina Online Service is extended to you by providing you in writing or electronically a copy of such revised terms and conditions (or notice thereof). Following such provision or notice, your continued use of the Catina Online Service will be conclusively deemed acceptance of any change to this Agreement or the Catina Online Service.

j) As we work to improve our services there will be times when features or functions are temporarily disabled to enable us to perform maintenance or upgrade the Services.

Last Update October 1, 2022

I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. PLEASE MANIFEST YOUR ASSENT TO THIS AGREEMENT BY CLICKING ON THE APPROPRIATE LINK.

TERMS OF SERVICE FOR BASIC SINGLE DOCUMENTS

(Effective October 1, 2022)

AIA Contract Documents® generated from this site are for your own use only and you may not re-sell them to others. You may use each document that you purchase one time only. After you have completed a document by filling in the blanks in the document with specific information, you are permitted to photocopy the document an unlimited number of times, but only for use in connection with the particular design or construction project for which you purchased the document. You may not photocopy, scan or otherwise reproduce any document prior to completing it fully. You may not scan a completed document and save it on a computer for further editing, and you may not scan and post a document to a Web site for any commercial purpose, including, without limitation, for bidding or negotiation or for marketing construction or professional services unless you obtain a separate license from the AIA for that purpose. You may not modify a document so as to make the original AIA text illegible and you may not delete any document header, footer, or sidebar.

Refund Policy: All fees paid by you are final and non-refundable.

Last Update October 1, 2022

I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. PLEASE MANIFEST YOUR ASSENT TO THIS AGREEMENT BY CLICKING ON THE APPROPRIATE LINK.

SIGNED AND EXECUTED this _____ day of _____, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

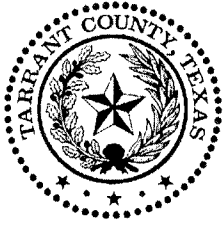
Kimberly Colliet Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

Auditor

Date: _____



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Contract for AIA Contract Document
Subscription - Purchasing Department

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 144866

PAGE 1 OF 17

DATE: 3/11/2025

**SUBJECT: CONSIDERATION OF AIA CONTRACT DOCUMENTS SUBSCRIPTION -
PURCHASING DEPARTMENT**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a contract for AIA Contract Documents Subscription, for the Purchasing Department.

BACKGROUND

The AIA Contract Documents Subscription is an online service which provides access to all available standardized forms and agreements related to construction projects. Features include over two hundred (200) contracts and forms as well as editable, custom templates.

The term of the contract is twelve (12) months, effective March 11, 2025.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

The annual unlimited subscription for one user is \$1,900.00. Funding is available in account 10000-2025 General Fund/1830100000 Purchasing/522069 Subscriptions.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPO, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

AIA Contract Documents

powered by catina

New Unlimited Subscription- 1 User

Tarrant County

100 E Weatherford St.
Fort Worth, Texas 76196
United States

Cathy J. Halliburton

cjhalliburto@tarrantcountytexas.gov
(817) 884-1141

Reference: 20250107-103028098

Quote created: January 7, 2025

Quote expires: March 11, 2025

Quote created by: Eric Corvinelli

Senior Sales Consultant

ecorvinelli@aiacontracts.com

Comments from Eric Corvinelli

Important Note: Please verify accuracy of Company name and address before continuing.

THIS IS NOT A BILL. This is only a Quote for the new purchase of the AIA Contract Documents online service. This quote does not include applicable sales tax and should not be paid. **If your organization is tax exempt, please submit the exemption certificate directly to AR@contractdocs.com prior to accepting the quote AND wait for confirmation of receipt and acceptance before proceeding,** otherwise, taxes may be applied.

If you're not tax exempt and you wish to complete this purchase, please reply to this email and your contact Sales Rep will have Accounting send you a finalized invoice to which you may complete your payment via your preferred method of payment.

Lastly, after 1) approving this quote AND subsequent to 2) receipt of the finalized invoice, please complete your payment through the below link only:

<https://acdoperations.securepayments.cardpointe.com/>

Payments made through the software or on the eCommerce portal after receiving your finalized invoice will cause creation of a duplicate unpaid order on your account.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Annual Unlimited Use Catina Subscription	CATINA4	1	\$1,995.00 / year	\$1,995.00 / year for 1 year

Item & Description	SKU	Quantity	Unit Price	Total
Promotional Discount - Subscription Coupons or promotional discounts on purchases	PROMODISC	1	\$0.00	(\$95.00) after \$95.00 discount
Annual subtotal				\$1,995.00
One-time subtotal				(\$95.00) after \$95.00 discount
Total				\$1,900.00

Terms and Conditions

I have read and agree to the Terms of Service for AIA Contract Documents.

I confirm the address shown above is the shipping address for purposes of calculating sales tax.

[Review Terms and Conditions](#)

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Cathy J. Halliburton
 cjhalliburto@tarrantcountytx.gov

Questions? Contact me

Eric Corvinelli

"Senior Sales Consultant "
 ecorvinelli@aiacontracts.com

AIA Contract Documents

TERMS OF SERVICE FOR CATINA CONTRACT DOCUMENTS ONLINE SERVICE

(Effective October 1, 2022)

Thank you for subscribing to the AIA Contract Documents Online Service, including its associated software system, templates, and forms (collectively, the “Catina Online Service” or “Service”), for your design or construction project. Review these Terms of Service (“Agreement”) thoroughly. This Agreement is a legally binding agreement between you and ACD Operations, LLC, a Delaware limited liability company, (referred to as “Catina,” “we,” “our,” or “us”). By clicking “I accept,” indicating acceptance electronically, or by accessing or using any part of the Service, you acknowledge that you have read this Agreement and agree to it. If you do not agree with any of the terms of this Agreement, you may not use the Service.

1. DESCRIPTION OF SERVICE

The Catina Online Service provides an interactive, internet-based platform that lets users create, edit, store, upload, download, share, and sign AIA Contract Documents® and other legal forms for their design or construction projects, using the templates and forms accessible through the Service. For more information regarding the Catina Online Service, please review the summary and description located at <http://www.aiacontracts.com>.

2. YOUR CLIENT INFORMATION

Your “Client Information” includes all the data you or your Authorized Users submit, upload, store, or send to or through the Service. You retain ownership of any rights that you hold in your Client Information. Your Client Information does not include databases, scores, metrics, or other analytics or derivative work generated by the Catina Online Service or otherwise created by or for Catina. Your Client Information also does not include data submitted by other users, data obtained from sources other than you, or any publicly available data. We will not use or disclose any Client Information except as expressly provided in Section 4 below. “Authorized Users” are your individual (and current) employees, contractors, or agents who are permitted by you to access the Service either directly through a named account or by invitation to the Share for Review feature, and who have agreed to abide by this Agreement. The license granted will specify whether you have received a single-user license or a license to authorize use by a particular number of Authorized Users. Each set of login credentials (name, password, authentication) is personal to the Authorized User to which they have been assigned, and may not be shared with other persons. Contact support@aiacontracts.com for assistance regarding changes to Authorized User accounts.

3. CATINA ONLINE SERVICE LICENSE GRANT

The Catina Online Service, and all associated proprietary and intellectual property rights (including trademarks, service marks, and trade names), are owned by Catina. Catina reserves the right to change or modify the Service, including any components and specifications thereof, in its sole discretion.

Catina provides you and your Authorized Users with a renewable, revocable, limited, term, non-exclusive, and nontransferable license to use and enjoy the benefit of the Catina Online Service for purposes of creating, editing, storing, uploading, downloading, sharing, and signing contracts and other legal forms using your Client Information, in the manner permitted by this Agreement.

Project Manuals

Catina permits you and your Authorized Users to include finalized AIA Contract Documents in project manuals only in the form and format produced by the Catina Online Service with any Additions and Deletions Report and accompanying D401™-2003 Certificate of Document's Authenticity. Except for the forms* noted below, finalized documents contain a watermark of a partial AIA logo on each page.

Catina permits you and your Authorized Users to include partially completed "DRAFT" AIA Contract Documents in project manuals only in the PDF format produced by the Catina Online Service when the document, except for the forms* noted below, contains "DRAFT" in the header and on the right side of each page. Draft documents will also contain a date stamp, time stamp, Order No., and expiration date in the footer.

Note: The following forms and their variants do not contain a watermark or "DRAFT" on the right side of the page: G702, G703, G732, G736, G737, G742, and G743.

Additionally, Catina permits you and your Authorized Users to include blank AIA Contract Documents in project manuals when the documents 1) are in PDF format, 2) are originally obtained through the AIA Contract Documents website, and 3) contain a "Sample" watermark. Documents containing a Sample watermark can be downloaded for free in PDF format from <https://www.aiacontracts.com>. The text and fields in a Sample document are locked and cannot be edited.

You do not acquire any right, title, or interest in or to the Service other than the limited license granted to you by this Agreement. All rights not expressly granted to you are reserved to Catina.

4. HOW YOUR INFORMATION IS USED

Any Client Information that you provide to us is subject to the Catina's Privacy Policy, which is which is available at <https://aiacontracts.com/#/privacy-policy>, incorporated into this Agreement and governs our collection and use of your Client Information.

You agree that we may identify you as an AIA member, a client, or a customer of Catina in furtherance of Catina's business, and that we may use and share aggregated, anonymized information (as set forth in this Section 4) from your projects and contracts. We will share such aggregated, anonymized information with third parties as set forth in this Section 4 and the Privacy Policy. Except as set forth therein, we will not share any Client Information with any third parties for any other purpose. By using the Service and uploading, submitting, storing, or sending Client Information to or through the Service, you hereby grant Catina a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to distribute, and otherwise utilize aggregated and anonymized data derived from Client Information ("Aggregated Data,") and to use, analyze, display, create, and publish derivative works based on Aggregated Data, and to perform internally all operations necessary for the creation of such Aggregated Data, in each case, solely in the furtherance of Catina's business.

Aggregated Data is data that has been standardized and anonymized by algorithmic scrubbing and removal of identifying information and then combined with one or more additional data sets.

5. YOUR OBLIGATIONS

You must access the Catina Online Service through a registered account using a username and a password, and any additional user authentication mechanism deemed appropriate by Catina. You may not share your username, password, and authentication mechanism with anyone. By accessing or using the Service, you agree that you will:

- Provide true, accurate and complete registration information and promptly provide any updated information.
- Keep your username and password confidential to prevent unauthorized use of your account. You are solely responsible for your Authorized Users and assume responsibility for any and all activity occurring through your username and password.
- Promptly notify us if you become aware of any loss or theft of your password or any unauthorized use of your account.
- Provide Catina reasonable cooperation required for use or implementation of the Service.
- Comply with all relevant data privacy laws regarding the transmission and processing of personal information.

You agree not to use, nor permit any third party to use, the Catina Online Service in a manner that violates this Agreement or any applicable law or regulation. You agree and you will cause your Authorized Users to agree not to:

- Reproduce, modify, copy, sell, trade, lease, rent, resell, or license the Service.
- Copy the text of any Catina Contract Document, in whole or in part, into a non-Catina document.
- Decompile, disassemble, or reverse engineer the Service.
- Market, distribute, display, post, or otherwise make available any part of the Service (including any templates and forms) apart from authorized use of the Service.
- Remove or alter any proprietary watermark, legal notice, header, or footer on any part of the Service (including any templates and forms) indicating that the Service is the property of Catina.
- Interfere with the Service or try to access it using a method other than the interface and the instructions that we provide.
- Use another user's username and password without permission.
- Upload spyware or any other malicious software to the Service.
- Attempt to probe, scan, penetrate, or test the vulnerability of the Service and the related system or network.
- Engage in unauthorized collection or use of personal or confidential information, including phishing, pharming, and harvesting.
- Transmit or otherwise provide any harmful or objectionable content on or through the Service, including content that (1) violates or infringes upon the proprietary and intellectual property rights of others; (2) impersonates another or is fraudulent, unfair, deceptive, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, or otherwise unlawful or reasonably objectionable; (3) harms Catina's reputation; or (4) encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

By accessing or using the Catina Online Service, you acknowledge that Catina may, but has no obligation to, monitor any user-provided information or content on the Service. You are solely responsible for the

accuracy, completeness, appropriateness, or legality of any content or information you submit or provide using the Catina Online Service. Catina does not edit, endorse, or approve any such content. Catina assumes no responsibility or liability for any claims that may result directly or indirectly from any third-party communications or interactions you establish.

6. COMMITMENT TO DATA SECURITY

How secure is my data?

We strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information that we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure. Unfortunately, there is no method of transmission over the internet, or method of electronic storage, that is 100% secure, and we are unable to guarantee the absolute security of the information that we have collected from you. We have outlined below some of our security and accessibility controls that are currently in place. As part of our effort to safeguard your information, Catina reserves the right to monitor your account activity related to the Catina Online Service (in accordance with applicable law). We do not publicly disclose specific details of our defense in depth security posture in order to avoid compromising these measures.

Physical Security: Catina Online Service is hosted in a top-tier data center with multiple layers of physical security and protections from environmental disasters.

Connectivity: Catina Online Service is accessed utilizing fully redundant high-speed network connections. A three-tier architecture exists behind next generation firewalls that provide IDS and IPS capabilities.

How do we protect your data?

Disaster Recovery: Catina Online Service was designed to be highly available and fault tolerant. Databases are replicated in real-time between geographically diverse top-tier data centers so that the Catina Online Service will continue to be fully functional.

Two Factor Authentication: Catina Online Service requires a unique username and password that must be entered each time a user logs on and, similar to financial institutions, a secondary method of authentication, such as phone or email, to establish that a trusted computer/browser is being utilized.

Penetration Testing: Catina Online Service engages an external organization to perform penetration tests at least semi-annually.

Security Best Practices: Although Catina Online Services provides multiple layers to keep your data safe, we are also dependent on you to ensure that you maintain the security of your account by using sufficiently complicated passwords. In addition, you and your authorized users need to have sufficient security on your own systems, such as anti-virus, anti-malware, firewalls, etc. If you suspect that your account has been compromised or if you notice anything suspicious, please contact us immediately at privacy@aiacontracts.com.

What else do I need to know?

European Union Users

Please refer to the EU Data Subjects section of our [Privacy Policy](#).

International Transfer: All data associated with Catina Online Service is stored in the United States. If you are located outside of the United States and choose to provide information to Catina Online Service, you are agreeing to have your information, including personal information, transferred to, and maintained on, computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ.

Deletion of Data: If you allow your subscription to Catina Online Service to lapse, decide not to renew, or terminate the service, we may destroy any Client Information, finalized contracts, draft contracts, or other materials stored in Catina Online Service. Prior to the expiration or termination of your Catina Online Service subscription, you should utilize the features within the Service to download and save local copies of any finalized documents you wish to retain.

No Unique Provisions: We are unable to provide or implement organization-specific accommodations, such as entering into individualized non-disclosure agreements or providing individualized security modifications.

Compliance with Laws: In the event Catina is requested or required, by subpoena, oral deposition, interrogatories, request for production of documents, administrative order or otherwise, to disclose data contained in the Catina Online Service, Catina shall provide you notice of any such request so that you may seek, at your expense, an appropriate protective order. If, in the absence of a protective order, Catina is compelled by law, in the opinion of its counsel, to disclose any Client Information, Catina may make such disclosure after notice to you.

7. COPYRIGHT; DESIGNATED AGENT FOR NOTIFICATION OF CLAIMS OF INFRINGEMENT

Catina respects the intellectual property of others and asks you to do the same. Consistent with the Digital Millennium Copyright Act of 1998 (DMCA), we will respond to a notice of alleged infringement if the claim complies with the law, includes all of the requirements set forth below, and is properly reported to our Designated Agent. We will document all notices of alleged infringement upon which we decide to take action. If you believe that your copyright has been infringed through another's use of the Catina Online Service, please send to our Designated Agent a written notice of your claim, signed by a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed, and with the following information:

- A description, in reasonable detail (including any applicable URL address), of the copyrighted work that you claim has been infringed;
- A description, in reasonable detail, of where the material that you claim is infringing is located on the site controlled by Catina;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your written notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Designated Agent: Chad Polich, c/o ACD Operations LLC, 31 Boland Court, Greenville, SC 29615

Upon receipt of a properly reported and signed notice, we will take whatever action we deem appropriate in our sole discretion. We reserve the right to remove or disable access to material on the Service alleged to be infringing and/or to suspend or terminate your right to access and use the Service. If Catina suspends or terminates your access to the Service, Catina will make a good-faith attempt (as warranted) to contact the person or entity who posted the content so that they may make counter notification pursuant to applicable laws.

Pursuant to the DMCA, counter notifications may be sent to the Catina's Designated Agent. All counter notifications must include responsive information to what is set forth above, including any required statements or signatures.

You acknowledge that you may be liable for damages, including attorneys' fees and costs, if you materially misrepresent that a work or activity is infringing your rights.

As with all legal notices, a copy of the notice may be sent to one or more third parties who may make such notice available to the public.

8. PAYMENT TERMS

You agree to pay the applicable license or subscription fee(s) designated by Catina, including any taxes, for use of the Catina Online Service. You will pay the fee(s) for a designated time period in advance. The payment will not be refunded once it has been paid, even if you terminate use of the Service prior to the end of the designated period. We may increase the fee(s) no more than once each calendar year. If we do so in a given year, you will be subject to the new rate at the end of your designated period.

Your subscription will renew automatically for an additional one-year term unless you notify us at least 30 days prior to the end of the term (or any renewal term) of your subscription. You may make a request to terminate your subscription by email to: support@aiacontracts.com. If you provide a credit card to us for payment, you authorize us to automatically charge your credit card for any renewal.

Payments will be billed to you in U.S. Dollars (\$), and you must pay in U.S. Dollars (\$) using a method permitted by Catina.

Unless otherwise indicated by Catina in writing, you must pay any invoice within 30 days of receipt. All past-due payments will accrue interest at a rate of 1.5% or the highest rate permissible by law, whichever is less, per month on the unpaid balance from the due date until paid in full.

Catina reserves the right to terminate or suspend your access to the Catina Online Service if you fail to pay any amounts within 30 days of when due. You agree to reimburse Catina for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts.

9. AVAILABILITY OF SERVICE AND SUPPORT

We try our best to have the Catina Online Service available 24 hours a day, 7 days a week. There, however, may be times when the Service is unavailable for routine maintenance, to correct technical difficulties, or for some other reason. Availability of the Service is subject to change at any time in our sole discretion. You also acknowledge and agree we have no obligation to receive or process through the Service any Client Information whose technical requirements do not fit within the Service's specified technical parameters.

In addition to making the Catina Online Service available, we also agree to provide the technical support for the Service set forth on <https://aiacontracts.com>. We reserve the right to modify or terminate the offered support, and to determine the manner by which it is provided in our sole discretion. You are otherwise solely responsible for training and otherwise informing Authorized Users of the features and capabilities of the Catina Online Service.

10. OTHER TERMS AND CONDITIONS

Additional notices, terms, and conditions provided by us, may apply to the use of the Catina Online Service. You agree to abide by such other notices, terms, and conditions (as applicable). If there is a conflict between this Agreement and any other terms regarding the Catina Online Service, this Agreement governs to the extent of the conflict.

11. LINKS TO OTHER SITES

We have no control over third-party sites and are not responsible for their content. We do not endorse, and are not responsible in any way for, the content, the accuracy of the information, and/or the quality of the products or services provided by, made available through, or advertised on these third-party websites.

12. FEEDBACK

We welcome your feedback about the Catina Online Service and on how to improve it, and you can do so by emailing Catina at support@aiacontracts.com. By sending us any feedback, suggestions, or ideas, you represent and warrant that you have all rights necessary to convey them to us, and acknowledge that we may freely use any feedback, suggestions, or ideas you send us without any obligation to you. You grant Catina a worldwide, royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license to use and distribute the feedback, suggestions, or ideas that you provide to Catina in any way.

13. YOUR REPRESENTATIONS AND WARRANTIES

By accessing and using the Catina Online Service and/or accepting this Agreement, you represent and warrant to Catina that: (i) you are at least 18 years old; (ii) you are authorized to enter into this Agreement on behalf of yourself or the business using the Service; and (iii) you are authorized and able to fulfill and perform the obligations as specified herein.

With respect to the Client Information, you further represent and warrant that: (i) you own or have obtained all rights necessary to authorize your use of your Client Information; (ii) you have collected and are using the Client Information in accordance with all applicable laws (including regulations and attorney general or agency guidance, guides, or rulemaking) and privacy policies; and (iii) the Client Information will not contain any social security numbers, payment card information, third-party confidential information, or medical records.

14. OUR DISCLAIMERS OF WARRANTY

We provide the Catina Online Service using a commercially reasonable level of skill and care. But there are certain things we do not promise about the Service.

CATINA AND THE CATINA ONLINE SERVICE DO NOT PROVIDE LEGAL ADVICE. You are solely responsible for obtaining your own legal advice, for protecting legal privilege, and for abiding by or negotiating your

own contracts and legal terms and conditions. Consult the services of a competent legal professional when you need this type of assistance.

OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT, CATINA DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE CATINA ONLINE SERVICE. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICE; THE SERVICE'S RELIABILITY, SECURITY, OR AVAILABILITY; OR THE ABILITY OF THE SERVICE TO MEET YOUR NEEDS OR ACHIEVE CERTAIN RESULTS. WE PROVIDE THE SERVICE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND FOR USE BY YOU AT YOUR OWN RISK.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL SUCH WARRANTIES.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CATINA WILL NOT BE RESPONSIBLE FOR THE FOLLOWING: (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS), REGARDLESS OF LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE CATINA ONLINE SERVICE; AND (B) DAMAGES RELATING TO A CAUSE THAT IS BEYOND CATINA'S CONTROL OR IS NOT REASONABLY FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES OR OTHER NATURAL DISASTERS, STRIKES OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. THE ABOVE LIMITATIONS APPLY EVEN IF CATINA HAS BEEN ADVISED OF THE POSSIBILITY OF THE EVENT GIVING RISE TO POTENTIAL LIABILITY.

WITHOUT LIMITATION OF THE FOREGOING AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CATINA, FOR ANY CLAIMS RELATED TO THE USE OF THE CATINA ONLINE SERVICE OR TO THIS AGREEMENT IS LIMITED TO YOUR LICENSE COST OR \$5,000 (USD), WHICHEVER IS LESS.

16. INDEMNITY

You agree to defend, indemnify, and hold harmless Catina and its employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of the Service or breach of this Agreement. Catina reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any such claims. You agree to reasonably cooperate as requested by Catina in the defense of such claims.

17. GOVERNING LAW

The laws of the State of Delaware, excluding Delaware's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement or the Catina Online Service. The State and Federal courts of Delaware will have exclusive jurisdiction and venue over all controversies in connection with this Agreement. You and Catina consent to such exclusive and personal jurisdiction and venue. To the extent

permitted by law, (i) any claim you might have against Catina arising out of performance under this Agreement must be brought within two (2) years of the first occurrence of the underlying cause of the claim, or such claim or cause of action is barred; and (ii) you agree to waive any right to a jury trial in connection with any action or litigation arising out of or related to this Agreement and that You and Catina each has the right to seek attorneys' fees in any proceeding. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement.

18. TERM AND TERMINATION

This Agreement and your right to use the Catina Online Service will take effect at the moment you click "I accept," or access or use the Catina Online Service. This Agreement and your right to access and use the Catina Online Service will terminate automatically if you click "Reject". You may also terminate this license at any time by ceasing to use the Catina Online Service and providing Catina notice of the termination through your account. Termination is limited to the license Catina grants to you, and any the survival clauses stated in this Paragraph.

We reserve the right to terminate this license, or suspend or terminate your access to the Catina Online Service at any time, with or without notice, if we determine that you have violated this Agreement, including, without limitation, by providing any false, inaccurate, untrue, or incomplete information; by exceeding the scope of the license; by engaging in activities that compromise the security of the Service; or by failing to pay in a timely manner any applicable fees, charges, or costs. The provisions in this Agreement concerning ownership of intellectual property, feedback, confidentiality, warranties and disclaimers of warranty, limitations of liability, indemnification, termination, governing law, and the miscellaneous terms will survive the termination or expiration of this license for any reason. Termination is limited to the license Catina grants to you, and any the survival clauses stated in this Paragraph.

Notwithstanding the Termination provisions of this Paragraph, the following Paragraphs shall survive termination: 2; 4-7; 13-17; 19-20.

19. NOTICES

You agree to send any notice you are required to send to Catina to the following designated address: support@aiacontracts.com. Catina will and may provide any notice hereunder (effective upon submission) to the email address you provide to Catina as a part of registering to use the Catina Online Service. It is your responsibility to update and maintain current notice information. In addition, you agree that Catina may also communicate with you through the email address you provide and, for changes applicable generally to all users, through the posting of notice to and through the Catina Online Service.

20. MISCELLANEOUS

a) You and Catina agree that this Agreement is for the benefit of you, Catina, and any licensors of Catina. Accordingly, this Agreement is personal to you, and may not be assigned to any other person or entity without Catina's prior written consent.

b) This Agreement does not create any third-party rights.

c) Catina's failure to enforce a provision of this Agreement is not a waiver by Catina of its right to do so later.

d) A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

e) If any provision (or part thereof) in this Agreement is later determined to be unenforceable by a court of competent jurisdiction for any reason, such determination will not affect the remaining provisions (or parts thereof).

f) You and Catina are independent contractors. No joint venture, partnership, employment, or agency relationship exists between you and Catina as result of this Agreement or your use of the Catina Online Service. You have no right to bind Catina without its prior written permission.

g) The headings in this Agreement are inserted for convenience only and should not be construed to limit or modify the scope of any provision of this Agreement.

h) This Agreement represents the entire agreement between you and Catina regarding its subject matter, and it supersedes all prior or contemporaneous communications and proposals between you and Catina with respect to the Catina Online Service.

i) Unless otherwise agreed to by Catina, Catina reserves the right to change the terms and conditions of this Agreement and under which the Catina Online Service is extended to you by providing you in writing or electronically a copy of such revised terms and conditions (or notice thereof). Following such provision or notice, your continued use of the Catina Online Service will be conclusively deemed acceptance of any change to this Agreement or the Catina Online Service.

j) As we work to improve our services there will be times when features or functions are temporarily disabled to enable us to perform maintenance or upgrade the Services.

Last Update October 1, 2022

I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. PLEASE MANIFEST YOUR ASSENT TO THIS AGREEMENT BY CLICKING ON THE APPROPRIATE LINK.

TERMS OF SERVICE FOR BASIC SINGLE DOCUMENTS

(Effective October 1, 2022)

AIA Contract Documents® generated from this site are for your own use only and you may not re-sell them to others. You may use each document that you purchase one time only. After you have completed a document by filling in the blanks in the document with specific information, you are permitted to photocopy the document an unlimited number of times, but only for use in connection with the particular design or construction project for which you purchased the document. You may not photocopy, scan or otherwise reproduce any document prior to completing it fully. You may not scan a completed document and save it on a computer for further editing, and you may not scan and post a document to a Web site for any commercial purpose, including, without limitation, for bidding or negotiation or for marketing construction or professional services unless you obtain a separate license from the AIA for that purpose. You may not modify a document so as to make the original AIA text illegible and you may not delete any document header, footer, or sidebar.

Refund Policy: All fees paid by you are final and non-refundable.

Last Update October 1, 2022

I HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS. PLEASE MANIFEST YOUR ASSENT TO THIS AGREEMENT BY CLICKING ON THE APPROPRIATE LINK.

SIGNED AND EXECUTED this 11th day of March, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

Kimberly Collett Wesley
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ 1,900.00

Kimberly M. Buchanan Date: _____
Auditor

Consideration of AIA Contract Documents Subscription - Purchasing Department

SIGNED AND EXECUTED this 11 day of March, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
3/17/2025