

## **Addendum #1-Malware and Ransom Software**

Given the unusual nature of the software being solicited Gordon County is **waiving** the following condition of the bid:

Vendor will establish an Escrow Agreement (“Escrow Agreement”) with a third party escrow agent acceptable to Gordon County. Within thirty days from the Effective Date of the Agreement, Vendor will add Gordon County as a beneficiary to such Escrow Agreement. In the event (i) this Agreement is terminated due to insolvency or the filing of involuntary bankruptcy proceedings pursuant to Chapter 7 of the U.S. Bankruptcy Code and (ii) Vendor no longer offers support or maintenance services for the Software (both (i) and (ii) constituting the release condition (“Release Condition”) under the Escrow Agreement), the Software code deposited in accordance with the Escrow Agreement (the “Deposit Materials”) shall be delivered to the County and the County shall be granted a license to use the Deposit Materials solely to repair, maintain and support the Software licensed to County pursuant to this Agreement. The license to the Deposit Materials under this Section shall terminate upon the termination or cure of the Release Condition.

Gordon County is replacing the reference sheet with the following:

## **8.0 Reference Sheet**

Attach a list of entities (currently using the proposed software) most closely fitting the size and complexity anticipated in Gordon County. A minimum of 4, they should have contact info (Name, Organization, Phone and e-mail)