

STATE OF TEXAS)
COUNTY OF EL PASO)

ADDENDUM TO BYRNE HOSTING SERVICES AGREEMENT
County Contract No. 2025-0107

This agreement is entered into between the County of El Paso, a political subdivision of the State of Texas (“County”) and Byrne Software Technologies, Inc. (“Vendor”). The following provisions are added by agreement of the parties. To the extent that any provisions in the Vendor’s Hosting Services Agreement conflict with the provisions of this Addendum, this Addendum shall control. The Hosting Services Agreement and this Addendum, comprise the entire agreement between the parties (hereafter “Agreement”). This Agreement is effective as of the date executed by both parties.

1. Parties agree that none of the following shall have any effect or be enforceable against the County or any of its elected officials, agents, or employees:
 - a. Requiring the application of the law of any state other than the State of Texas in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than in El Paso County, Texas;
 - b. Requiring the County submit to arbitration;
 - c. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel, or other entity;
 - d. Requiring that the County waive any immunity to which it is entitled by law;
 - e. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, fees, duties, or penalties;
 - f. Obliging County beyond approved and appropriated funding. All payment obligations under this Agreement are subject to appropriations by the County’s governing body. In the event of non-appropriation of funds for the items and services under this Agreement, the County may terminate, in whole or in part, this Agreement or any order, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Vendor as soon as possible. There shall be no time limit for termination due to termination for lack of appropriations. Such termination shall not incur any termination liability, fees, charges, penalties, or damages;
 - g. Requiring or stating that the Vendor’s terms and conditions shall prevail over the terms of this addendum in the event of conflict;

2. The parties further agree as follows:
 - a. County is subject to the Open Meetings Act and Public Information

Act, Texas Government Code Chapters 551 and 552, respectively, which may require the disclosure of information despite any confidentiality provisions or other provisions to the contrary;

b. The Agreement is subject to The Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code;

c. All information provided by the County pursuant to the Agreement shall be treated as confidential and shall not be disclosed by Vendor, except as specifically set forth in the Agreement.

3. Nothing referenced herein modifies or waives any sovereign immunity, lien or indemnity prohibition, defense, or limitation of liability enjoyed by County, its elected officials, or employees at common law or under other Texas law.

COUNTY OF EL PASO, TX

By: _____
County Judge

Date: _____

Byrne Software Technologies, Inc.

By: _____

Name: _____
Authorized Signatory

Title: _____

Date: _____