

STATE OF TEXAS)
COUNTY OF EL PASO)

ADDENDUM

County Contract No. 2025-0246

This Addendum is entered into between the County of El Paso, a political subdivision of the State of Texas, and HappyFox, Inc., (“Vendor”). The following provisions are added by agreement of the parties. To the extent that any provisions in Vendor’s Terms of Service conflict with the provisions of this Addendum, this Addendum shall control. Vendor’s Terms of Service, Vendor’s Quote # HFQ6882, 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. The term of this Agreement is from April 30, 2025-April 30, 2026.
2. The total price for the product and services is \$41,536.80.
3. The description of products and services are further provided in Vendor’s Quote # HFQ6882 and incorporated by reference for all purposes.
4. 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 any total or partial compensation or payment for lost profit or liquidated damages by the County if the contract is terminated before the end of the term;
 - c. Imposing any interest charges contrary to that specified in Chapter 2251 of the Texas Government Code;
 - d. Requiring the County to indemnify or hold harmless Vendor for any act or omission;
 - e. Limiting or adding time to the time period within which claims can be made or actions can be brought;
 - f. Requiring the County submit to arbitration;
 - g. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel, or other entity;

- h. Obligating the County to pay costs of collection, litigation, or attorney's fees;
- i. Requiring any alternative dispute resolution procedure other than those in accordance with Chapter 2009 of the Texas Government Code;
- j. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury;
- k. Establishing a presumption of severe or irreparable harm to Vendor by the actions or inactions of the County;
- l. Limiting the liability of Vendor for property damage or personal injury;
- m. Requiring that the County waive any immunity to which it is entitled by law;
- n. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, fees, duties, or penalties;
- o. Requiring or construing that any provision in this Agreement conveys any rights or interest in County data to Vendor;
- p. Obligating 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;
- q. Permitting unilateral modification of the Agreement by Vendor;
- r. Permitting unilateral termination by Vendor of the Agreement or permitting suspension of services by Vendor, except pursuant to an order from a court of competent jurisdiction, or as required by law;
- s. Requiring or stating that the Vendor's terms and conditions shall prevail over the terms of this addendum in the event of conflict;
- t. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
- u. Binding the County to any additional terms and conditions that in any way modify the original Agreement by their inclusion in invoices, quotes, or statements of work. This Agreement may only be modified by written amendment properly executed by each part's authorized signatory. The County's authorized signatory is the El Paso County Judge. Acceptance by the County of products and services or payments made by the County for products and services or payments made by the County for products and services is not

an acceptance of any additional terms and conditions.

5. The parties further agree as follows:

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

6. 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.

THE COUNTY OF EL PASO

By _____
Ricardo A. Samaniego
County Judge
Date: _____

HAPPYFOX, INC.

By _____
(name) _____
(title) _____
(Signor must have legal authority to bind corporation)
Date: _____