

STATE OF TEXAS

COUNTY OF EL PASO

**ADDENDUM  
TO TIMEKEEPING SYSTEMS, INC. TERMS AND CONDITIONS OF SALE**

This Addendum is entered by and between the County of El Paso, a political subdivision of the State of Texas (“County”) and TimeKeeping Systems, Inc. (“TKS”), legally doing business in the State of Texas, each a “Party” and collectively the “Parties”. The following provision are added by agreement of the Parties to the TimeKeeping Systems, Inc. Terms and Conditions of Sale. To the extent that any provisions in the Terms and Conditions of Sale conflict with the provisions of this Addendum, this Addendum shall control. The Terms and Conditions of Sale, this Addendum, and Invoice No. ELP0012525156 comprise the entire agreement between the Parties.

1. **Taxes.** The County is a tax-exempt political subdivision of the State of Texas. It will not be liable for any tax from which it is exempt.
2. **Funding Clause.** The County is a political subdivision of the State of Texas and, as such, adopts its budget according to Texas law for a period of one-year beginning on October 1st and terminating on September 30th of each year. If funds are not appropriated in any fiscal year for support and services, the County may terminate the Agreement without incurring any termination liability or penalty.
3. **Governing Law & Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to its conflict of law principles. With respect to any claim or dispute related to or arising under the Agreement, the Parties consent to the exclusive jurisdiction, forum, and venue of the state and federal courts located in El Paso County, Texas.
4. **Prompt Payment Act.** The parties agree that the Agreement is subject to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Any late fees or interest are strictly limited to those expressly permitted by that Act.
5. **Entire Agreement.** All other terms and conditions of the Terms and Conditions of Sale remain the same and together with this Addendum and Invoice No. ELP0012525156 comprise the entire Agreement between the Parties. If any part of this Addendum is invalid, illegal, or unenforceable, the rest of the Addendum and the Terms and Conditions of Sale will remain in effect. This Addendum does not confer any benefits on any third party unless it expressly states that it does. Headings and captions used in the Addendum are for reference purposes only and will not have any effect on the interpretation of the Addendum. The terms and conditions of this Addendum and of the Terms and Conditions of Sale may only be modified in writing and must be signed by County and TKS.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum on the dates indicated below.

**COUNTY OF EL PASO**

\_\_\_\_\_  
Ricardo A. Samaniego, County Judge

\_\_\_\_\_  
Date

**TIMEKEEPING SYSTEMS, INC.**

\_\_\_\_\_  
TimeKeeping Systems, Inc. Authorized Representative

4/21/25  
Date