

STATE OF TEXAS)
)
COUNTY OF EL PASO)

ADDENDUM TO CYBERREEF SOLUTIONS, INC. AGREEMENT

This Addendum is entered into between the County of El Paso, a political subdivision of the State of Texas, ("Customer"), and CyberReef Solutions, Inc. ("Company"). The Parties agree to modify the CyberReef Solutions M2M Service Plan Terms and Conditions (the "Agreement") with the provisions in this Addendum. If any provision in Agreement conflicts with this Addendum, this Addendum controls. The Agreement and this Addendum comprise the entire agreement between the Parties.

The following changes are made to and supersede the Agreement:

1. Section 5.4.1 shall be deleted in its entirety and replaced with the following:

The equipment shall be North American Carrier Certified, as defined below, by CyberReef Solutions for use on its network according to its specifications which CyberReef Solutions may change from time to time. a. If Customer proposes modifications to previously certified Equipment, such equipment, including the proposed modifications, shall be submitted for re-certification. Prior to any work being performed by Company for re-certification, Company shall send a written notice outlining all proposed fees and costs to Customer. No work shall be performed without first written acceptance by Customer of new proposed fees and costs. b. In certifying equipment pursuant to these terms and conditions, CyberReef Solutions makes no warranty or representation, either express or implied concerning the suitability, fitness or use, merchantability, non-infringements, condition or quality of equipment and expressly disclaims all warranties.

2. Section 5.4.3 shall be deleted in its entirety and replaced with the following:

At the time of activation the Equipment shall be programmed with CyberReef Solutions' then current preferred roaming list ("PRL"). CyberReef Solutions may update its PRL and shall provide or make available such updated PRL to Customer. Customer shall implement such updates in all new Equipment manufactured after receipt of such updated PRL. Customer shall implement such updated PRL Equipment already manufactured within thirty (30) days of receipt of any updated PRL. Customer acknowledges that it may accrue higher rates for failure by Customer to update the PRLs in its equipment. Prior to incurring the higher rate Company shall first notify Customer of the higher rate and provide an opportunity for the Customer to decline the new rate imposed and cancel this Agreement.

3. Section 7.1 Quarterly Bills shall be deleted in its entirety and replaced with the following:

CyberReef Solutions bills will be made available on a quarterly basis, provided that payments are not in dispute. Access fees and feature charges are generally billed in advance, while airtime coverage and other usage charges are billed in arrears. Billing cycles

vary and may not correspond to calendar months. CyberReef Solutions provides billing for third parties, and charges for third party services and applications may be placed on Customer's bill. Customer has the option, at no cost, to block or restrict access to third-party services or applications that may involve a charge being placed on Customer's bill. If known to Customer, Customer shall pay all charges attributable to End User and other third party fraudulent use of the Wireless Service Plans of Wireless Service.

4. Section 7.2. Payment Terms shall be deleted in its entirety and replaced with the following:

Any language in the Agreement that purports to set payments, late payments, and interest shall be governed under the applicable rates set forth in the Texas Prompt Payment, Texas Government Code Section 2251.001 et seq. applies to Customer and the Agreement between the Parties.

5. Section 8. Taxes, Surcharges and Exemptions shall be deleted in its entirety and replaced with the following:

The Parties agree Customer shall not be liable for any taxes from which it is exempt due to its status as a tax exempt political subdivision of the State of Texas. Customer Tax Identification Number is 746000762.

6. Section 15. Dispute Resolution and Mandatory Arbitration shall be deleted in its entirety.
7. Section 17.1 Use and Disclosure shall be deleted in its entirety and replaced with the following:

Use and Disclosure: Each Party shall hold in confidence Confidential Information received from the other Party from the Commencement Date and a period of 2 years thereafter. "Confidential Information" means information (in written, graphic, oral or other tangible or intangible form) concerning the disclosing party's business, customers, products, services, trade secrets and personnel, and designated as confidential by the disclosing party (if tangible information) by conspicuous markings or (if oral information) by announcement at the time of initial disclosure and written documentation thereof within 30 days thereafter. Confidential information may include proprietary material as well as material subject to and protected by laws regarding secrecy of communications or trade secrets, and may include information acquired by the disclosing party from a third party under an obligation of confidentiality. Neither Party shall disclose Confidential Information of the other Party to any third party or use Confidential Information of the other Party for any purpose other than as specified in these Terms and Conditions. The Parties may disclose Confidential Information of the other Party to their agents that have a need to know under these Terms and Conditions. Notwithstanding anything to the contrary set forth herein, Customer must obtain CyberReef Solutions' written permission prior to disclosing any Confidential Information of CyberReef Solutions to any direct competitor of CyberReef Solutions.

Customer is subject to the Texas Public Information Act, Chapter 552, of the Texas Government Code, which may require the disclosure of information despite any confidentiality or other provisions to the contrary in the Agreement between the Parties.

8. Section 24 is deleted in its entirety and replaced with the following:

This Agreement may be terminated by either Party upon 30 day prior written notice to the other Party. In the event of termination by either Party, Company shall promptly pay the Customer a prorated refund of any prepayment. Customer will remain responsible for all accrued charged incurred for Wireless Service, up to and including the effective date of termination.

9. Section 27. Governing Law, Venue and Jurisdiction is deleted in its entirety and replaced with the following:

Governing Law and Venue. Notwithstanding anything to the contrary, the laws of the State of Texas shall govern the terms of this Agreement. Venue and jurisdiction arising out of the performance or enforcement of this Agreement shall lie in the state or federal courts in El Paso County, Texas.

10. NO LIQUIDATED DAMAGES, CANCELLATION CHARGES, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES. The Parties are not liable for delays in performance due to causes beyond their reasonable control. The Parties are not liable under any circumstances for indirect, consequential, liquidated, or punitive damages of any kind, under any theory of recovery even if the Party is advised of the potential for any such damages, and a Party shall be liable for direct damages only to the extent allowed by law and attributable to that Party's gross negligence, willful, or intentional conduct.

11. Any language that purports to require County to indemnify Company, or any third party, is deleted and replaced with the following:

INDEMNITY. To the extent permitted by the laws and the constitution of the State of Texas, particularly Section 7 of Article XI of the Texas Constitution, and with the mutual understanding that the County of El Paso is a political subdivision of the State of Texas and that this indemnity obligation cannot be paid from current revenues and that no tax nor interest and sinking fund has been set, adopted or established for the payment of this indemnity obligation, the County shall indemnify Company.

12. Company acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by Customer's governing body, and any termination, liability, indemnity, other provision to the contrary does not apply to Customer. In the event such funds are not appropriated in any fiscal year for support and services, Customer may terminate the Terms between the Parties upon no less than 30 days prior written notice without incurring any termination liability or penalty. Such termination will not affect Customer's obligation with respect to payment for satisfactory service or support received through the termination date.


13. NO ATTORNEY'S FEES. Notwithstanding anything to the contrary in the Agreement, County shall not be liable for attorney fees of any type or kind arising out of this Agreement, including, but not limited to, attorney's fees related to collection expenses, 3rd party lawsuits, or legal action to enforce the terms of this Agreement.

14. TERM. The Term of this Agreement shall be for an initial 1 (one) year period, with the option for the County to renew for additional 1 (one) year periods under the same terms and conditions upon written notice.

THE COUNTY OF EL PASO, TEXAS

By _____
El Paso County Judge, Ruben Vogt
Date: _____

CYBERREEF SOLUTIONS, INC.

By  _____
(name) ARIC PHILIPSON
(title) CHIEF REVENUE OFFICER
(signor must have legal authority to bind their entity)
Date: 9-23-2018