

STATE OF TEXAS)
)
COUNTY OF EL PASO)

ADDENDUM TO AUTODESK TERMS OF USE

This agreement is between the County of El Paso ("Customer"), a political subdivision of the State of Texas, and **SERVTRACKER** ("Company"). The following provisions are added by agreement of the parties. To the extent that any provisions in the main body of service agreement conflict with the provisions of this addendum, this addendum shall control.

The parties agree the following provisions are added to and supersede the Agreement:

1. Term. The Agreement is effective from the Commencement Date and continues for a term of 1 years.
2. Minimum Requirements. Parties agree that the services and products provided by Customer shall meet the minimum requirements as set forth in the Terms of Use.
3. Agreement Terms. The General Terms and Conditions and this Addendum are the only terms or conditions that make up the agreement between the parties. Any other terms or conditions are specifically excluded from the Agreement.
4. Taxes. The County 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. The County's Tax Identification Number is 746000762.
5. Late Payment. As concerns any payments and interest, the Texas Prompt Payment Act at Texas Government Code Sec. 2251.001 et seq. applies to the County and the Agreement between the parties.
6. Annual Appropriations. Company acknowledges that the Customer is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event that the Customer does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement, for the payment of its obligations hereunder, Customer may terminate this Agreement without penalty or further payment, upon 30 days written notice to Company, to be effective on September 30th of the then current fiscal year

7. Government Protections. Nothing referenced herein modifies or waives any governmental immunity, lien or indemnity prohibition, defense, or limitation of liability enjoyed by the County, its elected officials, or employees at common law or under other Texas law.
8. Indemnification & Hold Harmless. Any indemnity or hold harmless provisions imposed on the County in the Agreement are deleted. Parties understand and agree that, pursuant to Texas Constitution art. XI, section 7, executory indemnity obligations cannot be paid from current revenues and neither a tax nor interest and sinking fund has been set, adopted, or established for the payment of this obligation.
9. Termination. Either party may terminate the Agreement without cause by thirty (30) calendar days' written notice. Termination will not affect the County's obligation with respect to payment for satisfactory service and products received through the termination date.
10. Governing Law. The laws and remedies of the State of Texas apply to the Agreement between the parties, Texas choice of law or conflicts of law provisions notwithstanding. Venue is in El Paso County, Texas.
11. Verification: Company verifies that it does not boycott Israel and will not boycott Israel for the term of this Agreement, in compliance with Texas Government Code Sec. 2270.002
12. Each Party to Bear Own Costs. Beyond the consideration provided for herein, each party shall bear its own cost of participation in this Agreement.
13. Authorized Signatories. All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.
14. Notice. Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax, email, or deposit in the United States Postal Service, first class, return receipt requested to:

TO CUSTOMER:

EL PASO COUNTY JUDGE
500 E. San Antonio, Room 301
El Paso, Texas 79901

With a copy to:
Irene Valenzuela
ivalenzuela@epcounty.com

TO COMPANY:

Accessible Solutions
ATTN: Jordan Phillips
840 North Cocoa Blvd, Suite D
Cocoa, FL 32922
jphillips@accessiblesolutions.com

This agreement is subject to the terms and conditions set forth on this document.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties execute this agreement on the date noted.

ATTEST:

EL PASO COUNTY

County Clerk

By _____
Hon. Ricardo A. Samaniego
El Paso County Judge
Date: _____

Approved as to Content:

AUTODESK (Company)

By: _____

Name: _____

Title: _____
(Signor must have legal authority to bind organization)

Date: _____