

STATE OF TEXAS            )  
                                           )  
 COUNTY OF EL PASO        )

### **ADDENDUM**

County Contract # 2023-0807

This Addendum is entered into between the County of El Paso, a political subdivision of the State of Texas, ("County"), and Sequel Data Systems, Inc. ("Sequel"). The parties agree to modify Sequel Quote Number OP-205286, any applicable invoice, checklist, and any other applicable terms and conditions (collectively "Terms") with the provisions in this Addendum. If any provision in the Terms conflicts with this Addendum, this Addendum controls. The Terms and this Addendum comprise the entire agreement between the parties.

The following changes are made to and supersede the Terms:

1. Term. The Terms' term is from October 2, 2023 through November 1, 2024. The Terms do not automatically renew.
2. Services. Sequel agrees to abide by the terms and conditions of contract DIR-TSO-4331 as to the County for the full term of the Terms, regardless of whether contract DIR-TSO-4331 is renewed. Further, parties agree that the Terms are governed by the terms of DIR-TSO-4331.
3. Payment and Fees. Payment is due after presentment by Sequel of an invoice to County. As concerns any payments and interest, the Texas Prompt Payment Act, Texas Government Code Sec. 2251.001 et seq., applies to County and the Agreement.
4. Taxes. 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. County Tax Identification Number is 746000762.
5. Non-Appropriation. Sequel acknowledges that funding to pay for support and services referenced herein is subject to annual appropriations by County's governing body. County shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
6. Amendment. The Terms may not be amended or modified except in writing and executed by both parties and authorized by the appropriate representative of each party.
7. Assignment. The Terms and all rights granted herein may not be transferred or assigned by either party without written notice to and written consent of the other party.
8. Termination without Cause. Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party. In the event of termination by either party, Sequel shall promptly pay the County a prorated refund of any prepayment. Such

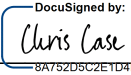
termination will not affect County's obligation with respect to payment for satisfactory service or support received through the termination date.

9. Venue. Any legal action or proceeding relating to the Terms shall be instituted in the federal or state courts in El Paso County, Texas.
10. Government Transparency. The County is subject to the Open Meetings Act and the Public Information Act, Chapters 551 and 552, respectively, of the Texas Government Code, which may require disclosure of information notwithstanding any confidentiality provisions to the contrary in the governing terms and conditions.
11. Governmental Protections. Nothing referenced herein modifies or waives any governmental 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, TEXAS**

By \_\_\_\_\_  
El Paso County Judge Ricardo A. Samaniego  
Date: \_\_\_\_\_

**SEQUEL DATA SYSTEMS, INC.**

By  \_\_\_\_\_  
(name) Chris Case  
(title) CTO  
(signor must have legal authority to bind their entity)  
Date: 11/28/2023