

STATE OF TEXAS

COUNTY OF EL PASO

**ADDENDUM 1
TO SOFTWARE MAINTENANCE AGREEMENT**

This Addendum is entered by and between the County of El Paso, a political subdivision of the State of Texas (“County”), and CI Technologies, Inc. (“Vendor”), each a “Party” and collectively the “Parties”. The following provisions are added by agreement of the parties. To the extent that any provisions in the Vendor’s Software Maintenance Agreement conflict with the provisions of this Addendum, this Addendum shall control. Vendor’s Software Maintenance Agreement, Vendor’s Fee Schedule, which is Exhibit A of Vendor’s Software Maintenance Agreement, and this Addendum, comprise the entire agreement (hereafter “Agreement”) between the Parties. This Agreement is effective as of the date executed by both parties.

1. The term of the Agreement is three years commencing on December 5, 2023.
2. The total price for products and services is \$15,768.34.
3. The Vendor’s name is now CI Technology, LLC.
4. The description of products and services are further provided in Vendor’s Fee Schedule and incorporated by reference for all purposes.
5. **GOVERNMENTAL ENTITY.** County is a tax-exempt political subdivision of the State of Texas that will not be liable for any taxes from which it is exempt. Nothing herein modifies or waives any sovereign immunity, defense, lien or indemnity prohibition, or limit of liability enjoyed by County, its elected officials, or employees at common law or other Texas law. A condition precedent to funding to pay for services referenced herein is annual appropriations by County’s governing body. County is subject to the Open Records Act and Public Information Act, Chapter 551 and Chapter 552, respectively, of the Texas Government Code, which may require disclosure of information despite confidentiality or other provisions in the Agreement to the contrary. County will give prompt notice to Vendor of any Public Information Act request. As concerns for any late payment and interest, the Texas Government Code, Chapter 2251 applies to County and this Agreement.

6. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas, and Texas statute of limitations provisions shall apply.

7. **ENTIRE AGREEMENT.** All other terms and conditions of the Software Maintenance Agreement remain the same and together with this Addendum 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 Software Maintenance Agreement 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 Software Maintenance Agreement may only be modified in writing and must be signed by Vendor and County.

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

EL PASO COUNTY, TEXAS

Ricardo A. Samaniego, County Judge

Date

ASTROPHYSICS, INC.

CI Technologies, Inc. Representative

Date