

TRUSTED DRIVER, INC. AND BURNET COUNTY ADDENDUM TO MASTER SOFTWARE AS A SERVICE AGREEMENT

This Addendum ("Addendum") is incorporated into and made part of that certain MASTER SOFTWARE AS A SERVICE AGREEMENT ("Agreement") between Trusted Driver, Inc. ("Provider") and Burnet County, Texas, acting through the Burnet County Sheriff's Office ("County"), effective as of the date of final execution of this Addendum. To the extent any provision is ambiguous, incomplete, duplicated, internally inconsistent, or conflicts with this Addendum, this Addendum shall control.

County Status

Provider acknowledges that County is a political subdivision of the State of Texas and that County may contract only through authority granted under Texas law. Nothing in the Agreement shall be construed as a waiver of governmental immunity, sovereign immunity, official immunity, or any other immunity, defense, or limitation available to County under federal or Texas law; a waiver of any limitation of liability available to County under Texas law; a pledge of County tax revenues; a debt obligation extending beyond funds lawfully appropriated.

Non-appropriation

Notwithstanding any other provision of the Agreement, County's obligations beyond the current fiscal year are contingent upon annual appropriation of funds by the Burnet County Commissioners Court. If sufficient funds are not appropriated for any subsequent fiscal year, County may terminate the Agreement without penalty upon written notice to Provider. Provider shall not be entitled to damages, termination fees, lost profits, acceleration of payments, or other compensation resulting from such termination.

Public Information Act

The parties acknowledge that County is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Provider understands that records in County's possession may be subject to disclosure. Any claim that information is confidential, proprietary, or excepted from disclosure shall be Provider's responsibility to assert in accordance with applicable law. Nothing in the Agreement shall require County to withhold information or violate the Texas Public Information Act.

Vendor Accessibility Compliance

The Vendor warrants and represents that all products, services, electronic and information technology (EIT), and digital content provided under this Agreement comply with the accessibility requirements of Section 504 and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794 and U.S.C. 794d), Title II of the Americans with Disabilities Act (ADA), and Texas Government Code Chapter 2054, Subchapter M (Texas Administrative Code Title 1, Chapter 213). Digital platforms and software must conform to the World Wide Web Consortium

(W3C) Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or the most current adopted version.

The Vendor agrees to promptly respond to and resolve any accessibility complaints regarding its products or services at no additional cost to Burnet County. The Vendor shall defend, indemnify, and hold harmless Burnet County from any claims, damages, or administrative actions arising from the Vendor's failure to comply with these accessibility standards. Failure to meet these requirements shall constitute a material breach of this Agreement, entitling Burnet County to immediate termination.

County Data Ownership

Notwithstanding Sections 5.3, 5.4, 5.5, or any other provision of the Agreement, all County Data remains the exclusive property of County. Provider acquires no ownership interest in County Data. County Data includes all citation data, criminal justice information, investigative information, user-generated information, metadata related to County operations, analytics generated from County activities, and all derived datasets. Provider may use County Data solely to perform services under the Agreement. Upon County's request, Provider shall promptly provide County Data in a commercially reasonable, industry-standard electronic format without additional licensing fees.

Restrictions on Data Use

Provider shall not sell County Data; monetize County Data; share County Data with unaffiliated third parties except as necessary to perform services; use County Data to train artificial intelligence models; use County Data to train machine learning models; create commercial products using County Data; create derivative datasets for commercial exploitation. Any use of anonymized, aggregated, de-identified, or derivative County Data for purposes other than providing services under the Agreement shall require the prior written approval of County. Any approved anonymization must be performed in a manner that prevents reidentification of individuals, cases, officers, courts, or governmental operations.

CJIS Compliance

To the extent the Services store, process, transmit, or access Criminal Justice Information (CJI), Criminal History Record Information (CHRI), or other CJIS-regulated information, Provider shall comply with all CJIS Security Policy requirements; execute any required CJIS Security Addendum; ensure all personnel accessing CJIS data satisfy applicable background screening requirements; maintain CJIS-compliant security controls; immediately notify County of any actual or suspected CJIS-related security event. Provider shall remain responsible for all subcontractor compliance.

Information Security

Exhibit D is amended as follows:

Provider shall maintain throughout the term:

- Multi-factor authentication;
- Encryption in transit and at rest;
- Endpoint protection;
- Continuous vulnerability monitoring;
- Annual penetration testing performed by a qualified independent party;
- Written incident response procedures;
- Written disaster recovery procedures;
- Written business continuity procedures.

Upon request, Provider shall provide evidence of compliance.

Security Incident Notification

Provider shall notify County of any actual or suspected security incident involving County Data within twenty-four (24) hours after discovery. Provider shall additionally provide ongoing status reports; identify affected information; cooperate with County investigations; preserve evidence; provide a root cause analysis; implement corrective actions. Provider shall bear all reasonable costs associated with a breach caused by Provider's acts, omissions, negligence, misconduct, security failures, or violations of law.

County Audit Rights

County, the Burnet County Auditor, the Texas State Auditor, and any other authorized governmental oversight body shall have the right, upon reasonable notice, to inspect and audit records relating to the Agreement. Provider shall retain all records relating to the Agreement for not less than seven (7) years following expiration or termination.

Liability

Sections 14.1 and 14.2 are deleted and replaced with the following:

Limitation of Liability

Provider's aggregate liability shall not be less than the greater of \$1,000,000; or two (2) times the total fees paid under the Agreement during the preceding twelve (12) months.

No limitation of liability shall apply to breaches of confidentiality; security breaches; data loss caused by Provider; willful misconduct; fraud; gross negligence; intellectual property infringement claims; indemnification obligations. Provider shall remain responsible for restoration of lost County Data.

Indemnification

Section 13.1 is deleted. County shall have no contractual duty to defend or indemnify Provider except to the extent expressly authorized by Texas law. Provider shall defend, indemnify, and hold harmless County and its elected officials, officers, employees, and agents from claims arising out of Provider negligence; Provider misconduct; Provider breach of contract; violations of law; security incidents; unauthorized disclosure of County Data; infringement of intellectual property rights.

Fees

Section 7.1 is amended. Provider may not increase fees during the initial term. Any renewal pricing increase shall require a written amendment executed by both parties; and not exceed three percent (3%) annually unless approved by County.

Auto-Renewal

Section 4.1 is amended. Automatic renewal is deleted. Any extension or renewal shall require written approval by both parties.

Dispute Resolution

Section 17.2 is deleted in its entirety. The parties agree that mandatory arbitration is waived. Texas law governs the Agreement. The parties may agree to mediation before litigation, but mediation shall not be mandatory. The parties agree that venue and jurisdiction lie in Burnet County, Texas.

Record Retention and Return of Data

Upon expiration or termination County may obtain a complete export of all County Data. Provider shall assist with transition to a replacement system. Provider shall permanently delete County Data after confirming successful transfer unless retention is required by law. Provider shall certify deletion upon request.

BURNET COUNTY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

TRUSTED DRIVER, INC.

By: _____
Name: _____
Title: _____
Date: _____