CONTRACT ADDENDUM AND CONTROLLING GOVERNMENTAL TERMS TO THE LEASE PURCHASE AGREEMENT BETWEEN BURNET COUNTY, TEXAS AND SHI GOVERNMENT SOLUTIONS, INC.

This Contract Addendum and Controlling Governmental Terms ("Addendum") is incorporated into and made part of Lease Purchase Agreement No. 500-50791505, dated as of October 1, 2026 ("Agreement"), between Burnet County, Texas ("County") and SHI Government Solutions, Inc. ("SHI"), relating to the Darktrace cybersecurity software, subscriptions, appliance, support, and related services described in SHI Quote No. 27984631 dated September 17, 2026.

RECITALS

WHEREAS, County is a political subdivision of the State of Texas;

WHEREAS, County intends to enter into the Agreement to finance the acquisition, licensing, support, subscription, monitoring, and related services associated with cybersecurity software and technology products manufactured by Darktrace and resold by SHI;

WHEREAS, SHI has represented that the Software and Services are offered under Texas Department of Information Resources Contract No. DIR-CPO-5854, and County intends to rely on that contract to satisfy applicable competitive procurement requirements pursuant to Section 2054.0565, Texas Government Code;

WHEREAS, County is subject to the Constitution and laws of the State of Texas; and

WHEREAS, the parties desire to modify the Agreement to ensure compliance with Texas law and the legal requirements applicable to Texas county governments.

NOW, THEREFORE, the parties agree as follows:

SECTION 1
CONTROLLING EFFECT OF THIS ADDENDUM

Notwithstanding any provision of the Agreement to the contrary, this Addendum shall control and supersede any inconsistent, conflicting, additional, or contradictory provision contained in:

- the Lease Purchase Agreement;
- the Texas Addendum to Lease Purchase Agreement;
- the Texas Verification Addendum to Lease Purchase Agreement;
- Exhibit A (Lease Payment Schedule) or any other payment, financing, or amortization schedule;
- the Acceptance Certificate;
- any exhibit, attachment, schedule, or statement of work;
- any quote, invoice, or purchase order acknowledgment;

- any assignment document or notice of assignment;
- any Manufacturer end user license agreement, master customer agreement, subscription agreement, or software license;
- any website term, online term of service, click-through agreement, or electronic acceptance process;
- any incorporated document; or
- any future Vendor or Manufacturer policy.

County expressly rejects any term that conflicts with this Addendum. County's execution of the Agreement shall not constitute acceptance of any inconsistent term. Any provision inconsistent with Texas law or this Addendum shall be deemed deleted and replaced by the applicable provision herein. The specific modifications in Section 3 are in addition to, and do not limit, the general effect of this Section 1.

Any provision in any document listed above stating that such document governs or controls in the event of a conflict shall not apply as between that document and this Addendum.

SECTION 2
DEFINITIONS

Agreement- "Agreement" means Lease Purchase Agreement No. 500-50791505 and all related schedules, exhibits, attachments, addenda (including the Texas Addendum to Lease Purchase Agreement and the Texas Verification Addendum to Lease Purchase Agreement), the Acceptance Certificate, quotes, financing schedules, licenses, statements of work, amendments, and incorporated documents, together with this Addendum.

County- "County" means Burnet County, Texas.

SHI- "SHI" means SHI Government Solutions, Inc., in every capacity in which it acts under the Agreement, including as "Lessor," as "Vendor," and as reseller of the Software and Services.

Assignee- "Assignee" means any person or entity, including any bank, funder, financial institution, or lease servicer, to which any right, title, or interest in the Agreement, the Rental Payments, or the Property is assigned, transferred, pledged, or conveyed, and any successor of such person or entity.

Vendor- "Vendor" means SHI and any Assignee, including their respective employees, agents, affiliates, subcontractors, successors, and permitted assigns. Every reference in the Agreement to "Lessor" or "Vendor" shall be read to include SHI and any Assignee, and every obligation imposed on Vendor by this Addendum binds SHI and any Assignee; provided that an Assignee that acquires only the right to receive Rental Payments shall not be responsible for delivering the Software and Services, which obligation remains with SHI.

Manufacturer- "Manufacturer" means Darktrace Holdings Limited and its affiliates, subsidiaries, successors, and subcontractors that provide any part of the Software and Services.

DIR Contract- "DIR Contract" means Texas Department of Information Resources Contract No. DIR-CPO-5854, including all appendices, exhibits, and amendments.

Quote- "Quote" means SHI Quote No. 27984631 dated September 17, 2026, in the total amount of $127,425.15.

Software and Services- "Software and Services" means all software, subscriptions, licenses, appliances, support services, maintenance services, monitoring services, cloud services, cybersecurity services, upgrades, updates, training, installation services, professional services, and related products or services described in the Quote or otherwise provided under the Agreement, including the "Property" as defined in the Agreement.

County Data- "County Data" means all information, records, reports, logs, network traffic, packet data, telemetry, metadata, model data, alerts, databases, files, communications, and other information maintained, collected, processed, transmitted, received, stored, observed, or generated by or on behalf of County, including information derived from County systems by the Software and Services.

Applicable Law- "Applicable Law" means all applicable federal, state, and local laws, regulations, ordinances, executive orders, administrative requirements, and judicial decisions.

Cybersecurity Incident- "Cybersecurity Incident" means any actual or reasonably suspected unauthorized access, disclosure, acquisition, destruction, corruption, ransomware event, malware event, service interruption, or compromise involving County Data, County systems, or any system of Vendor or Manufacturer that stores, processes, or has access to County Data or County systems.

Nonappropriation- "Nonappropriation" means a lawful determination by the Burnet County Commissioners Court not to appropriate funds, or the failure of funds to be appropriated or otherwise legally available, for continuation of the Agreement in a future fiscal year.

Personnel- "Personnel" means all employees, agents, contractors, and subcontractors of Vendor or Manufacturer who access County Data or County systems.

SECTION 3
SPECIFIC MODIFICATIONS TO THE AGREEMENT

Without limiting Section 1, the Agreement is modified as follows:

(a) Section 2.01 (Representations of Lessee). The representations of County in Section 2.01 and in the Acceptance Certificate are made to the actual knowledge of the County officials executing the Agreement, without independent investigation. The representation in Section 2.01(h) is satisfied by County's purchase through the DIR Contract pursuant to Section

2054.0565, Texas Government Code, in reliance on SHI's representations in Section 16. The representation in Section 2.01(o) applies only to the extent consistent with the accounting treatment determined by the Burnet County Auditor. The representation in Section 2.01(p) is made in reliance on SHI, and SHI represents that it has provided such written assurance. A representation shall not constitute an Event of Default under Section 12.01(d) unless it was knowingly false when made and the inaccuracy is materially adverse to Vendor.

(b) Section 3.04 (Nonappropriation). Section 3.04 is retained and is supplemented by Section 9 of this Addendum. County's failure to deliver the ninety (90) day notice described in Section 3.04 shall not create any liability of County. Upon termination for Nonappropriation, County's obligations under the final sentence of Section 3.04 shall be limited to discontinuing use of the Software and Services and making any tangible appliance available for retrieval by Vendor or Manufacturer, at Vendor's expense, at a County location during regular business hours, and County shall be entitled to retain and export County Data in accordance with Section 18.

(c) Section 4.01 (Rental Payments). The second sentence of Section 4.01, providing for interest at "18% per annum," is deleted. Payment of all amounts owed by County shall be governed by Section 11 of this Addendum and Chapter 2251, Texas Government Code.

(d) Section 4.03 (Rental Payments To Be Unconditional). Section 4.03 is deleted in its entirety. County's payment obligations are subject to Sections 9, 24, and 25 of this Addendum.

(e) Section 5.01 (Delivery, Installation and Acceptance). County shall not be required to execute the Acceptance Certificate until the Software and Services have been delivered, installed, and are operating in material conformity with the Quote and the Manufacturer's documentation. Execution of the Acceptance Certificate shall not waive any warranty, performance, or other claim of County against SHI or Manufacturer.

(f) Section 5.03 (Right of Inspection). Any inspection of County premises or Property shall occur only with reasonable advance notice, with County's consent, during regular business hours, under escort by County personnel, and in compliance with County security policies and Section 22 of this Addendum.

(g) Section 5.04 (Use and Maintenance). The phrase "in the opinion of Lessor" is deleted. The final sentence of Section 5.04 does not relieve SHI of any obligation to provide support, updates, upgrades, or other services included in the Quote or the DIR Contract.

(h) Section 6.02 (UCC Filings). Any financing statement shall be limited to the Property and shall not describe or encumber any other County asset or revenue. Vendor shall file a termination statement within thirty (30) days after payment in full or termination of the Agreement.

(i) Section 7.02 (Insurance). Clause (b) of Section 7.02, requiring County to maintain liability insurance protecting Lessor, is deleted. The casualty insurance requirement of clause (a)

applies only to tangible personal property in County's possession and is satisfied as provided in Section 29 of this Addendum.

(j) Section 7.03 (Advances). Vendor shall not purchase insurance or make any advance on County's behalf without prior written notice to County and a reasonable opportunity to cure. Any amount advanced shall bear interest only as permitted by Chapter 2251, Texas Government Code, and shall be payable only from appropriated funds.

(k) Section 7.05 (Release and Indemnification). Section 7.05 is deleted in its entirety.

(l) Article VIII (Risk of Loss; Damage). County's obligations under Article VIII are limited to tangible personal property in County's possession, do not apply to loss or damage caused by Vendor, Manufacturer, or a defect in the Software and Services, and are subject to the availability of appropriated funds.

(m) Article IX (Warranties). Section 9.01 does not apply to SHI in its capacity as reseller of the Software and Services, and does not limit Section 25 of this Addendum. In Section 9.02, the sentences beginning "Lessee's sole remedy," "Any such matter shall not have any effect," and "Lessee expressly acknowledges" are deleted.

(n) Section 11.01 (Assignment by Lessor). Section 11.01, as amended by paragraph 3 of the Texas Addendum to Lease Purchase Agreement, is subject to Section 27 of this Addendum. The final sentence of Section 11.01, providing that "Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right," is deleted wherever it appears.

(o) Section 12.01 (Events of Default). Section 12.01(b) is deleted. In Section 12.01(c), the words "or to comply with any licensing or other agreement included in or respecting the Property" are deleted. Section 12.01(e) is deleted; County's assertion of its rights under this Addendum or Texas law shall not constitute an Event of Default. Section 12.01(d) is subject to subsection (a) of this Section 3.

(p) Section 12.02 (Remedies on Default). Section 12.02(a) is deleted. In Section 12.02(b), County shall not be liable for Rental Payments or other amounts beyond those accrued, appropriated, and unpaid through the date of termination, and County's return obligations are as stated in subsection (b) of this Section 3. Neither Vendor nor Manufacturer may enter County premises without County's consent and compliance with subsection (f) of this Section 3. The paragraph providing that County remains liable for indemnities, legal fees, court costs, and interest at 18% per annum is deleted. Section 12.02(c) is subject to Sections 4 through 7 of this Addendum.

(q) Section 12.03 (No Remedy Exclusive). Section 12.03 is subject to this Addendum, and no remedy of Vendor shall be cumulative of or in addition to any remedy deleted or limited by this Addendum.

(r) Section 13.01 (Notices). Notices to County shall be given as provided in Section 37 of this Addendum.

(s) Sections 13.04 and 13.05 (Entire Agreement; Amendments). The entire agreement between the parties includes this Addendum. No amendment shall bind County unless approved by the Burnet County Commissioners Court and executed in writing by both parties.

(t) Section 13.08 (Jury Trial Waiver). Section 13.08 is deleted in its entirety.

(u) Exhibit A (Lease Payment Schedule). The boxed paragraph of Exhibit A stating that the dates, interest rate, and payments are "estimated," are "subject to indexation," and may be revised by Lessor "at its sole discretion" is deleted. The payment schedule approved by the Burnet County Commissioners Court consists of three (3) annual Rental Payments of $45,393.40 each, totaling $136,180.20, consisting of $127,425.15 in principal and $8,755.05 in interest, with the first payment due thirty (30) days after the Commencement Date and subsequent payments due on the anniversaries of the Commencement Date. Any revised schedule is subject to Sections 10 and 35 of this Addendum.

(v) Acceptance Certificate. Paragraph (3) of the Acceptance Certificate is satisfied by County's coverage as described in Section 29 of this Addendum, and paragraphs (1) through (4) are subject to subsections (a) and (e) of this Section 3.

SECTION 4
GOVERNMENTAL IMMUNITY

Nothing in the Agreement shall be construed as a waiver of governmental immunity, sovereign immunity, official immunity, statutory protections, defenses, remedies, or limitations available to County under Texas law. County does not waive immunity by entering into the Agreement. To the extent immunity from suit is waived by statute, including Subchapter I, Chapter 271, Texas Local Government Code, any recovery against County shall be subject to all limitations of that statute, including Section 271.153, Texas Local Government Code, and no provision of the Agreement shall be construed to expand any such waiver.

SECTION 5
TEXAS CONSTITUTIONAL COMPLIANCE

The parties acknowledge that the Agreement is subject to Article III, Section 52 and Article XI, Section 7 of the Texas Constitution and shall be construed at all times in a manner consistent therewith. Nothing in the Agreement shall create debt prohibited by Texas law, lend the credit of County, or obligate future Commissioners Courts. County's obligations under the Agreement constitute a current expense of County payable solely from funds lawfully appropriated for that purpose.

SECTION 6
NO INDEMNIFICATION BY COUNTY

Any provision requiring County to indemnify, defend, hold harmless, release, reimburse, or otherwise assume liability for Vendor, Manufacturer, or any third party, including Section 7.05

of the Agreement, is deleted and shall have no force or effect. Each party shall remain responsible for its own acts and omissions to the extent provided by Applicable Law.

SECTION 7
LIMITATION OF COUNTY LIABILITY

County shall not be liable for consequential damages; indirect damages; incidental damages; special damages; punitive damages; exemplary damages; lost profits; lost revenue; loss of business opportunity; or attorney's fees, except to the extent expressly authorized by Texas law. County's total liability under the Agreement shall not exceed the Rental Payments that have accrued, have been appropriated, and remain unpaid for the then-current fiscal year.

SECTION 8
VENUE, JURISDICTION, AND GOVERNING LAW

The Agreement shall be governed by Texas law, without regard to conflict-of-law principles. Exclusive venue for all disputes shall lie in a court of competent jurisdiction located in Burnet County, Texas. Any provision requiring arbitration, out-of-state venue, foreign law, or mandatory alternative dispute resolution is deleted.

SECTION 9
ANNUAL APPROPRIATION AND NONAPPROPRIATION

County's obligations are contingent upon lawful appropriation of funds by the Burnet County Commissioners Court for each of County's fiscal years. Nothing in the Agreement shall bind future Commissioners Courts; obligate future appropriations; require taxation; constitute a pledge of County credit; or create unconstitutional debt. Failure to appropriate funds shall permit termination without penalty, acceleration, liquidated damages, stipulated loss value, termination fee, make-whole payment, default charge, lease-end charge, or other liability. County shall endeavor to give Vendor written notice of Nonappropriation as soon as practicable after the Commissioners Court adopts its budget for the applicable fiscal year.

SECTION 10
NO ADJUSTMENT OF PAYMENT OBLIGATIONS

Notwithstanding any provision of the Agreement to the contrary, the payment schedule, principal amount financed, interest rate, financing charge, amortization schedule, subscription cost, maintenance cost, support cost, or any other compensation payable by County shall not be increased, modified, indexed, adjusted, repriced, recalculated, or otherwise changed after approval of the Agreement by the Burnet County Commissioners Court.

Any provision permitting adjustment based upon an index; benchmark rate; CPI adjustment; inflation adjustment; market condition; financing condition; true-up mechanism; user count; usage metric; subscription increase; or similar methodology is deleted and shall be of no force or effect. No increase in compensation or modification of County payment obligations, whether

before or after closing, shall be effective unless approved by formal action of the Burnet County Commissioners Court and incorporated into a written amendment executed by both parties.

Neither continued use of Software and Services, payment of invoices, electronic acceptance, issuance of purchase orders, execution of closing documents, nor failure to object shall constitute approval of increased compensation.

SECTION 11
PROMPT PAYMENT

Payments by County shall be governed by Chapter 2251, Texas Government Code. A payment is due as provided in Section 2251.021, Texas Government Code, following County's receipt of a correct invoice submitted to the Burnet County Auditor. Interest on any overdue payment shall accrue only at the rate and in the manner provided in Section 2251.025, Texas Government Code. No late fee, penalty, administrative fee, collection cost, or other interest shall be charged to County.

SECTION 12
ACCELERATION REMEDIES DELETED

Any provision permitting acceleration of payments; future rent recovery; stipulated loss value; liquidated damages; termination charges; lease-end charges; make-whole payments; or similar remedies is deleted. Vendor shall be entitled only to amounts accrued, appropriated, and owing through the effective date of termination.

SECTION 13
JURY TRIAL WAIVER DELETED

Any jury trial waiver in the Agreement, including Section 13.08, is deleted and shall have no force or effect.

SECTION 14
TEXAS PUBLIC INFORMATION ACT

County is subject to Chapter 552, Texas Government Code. Vendor acknowledges and agrees that information in County's possession may be subject to disclosure; County shall comply with the Texas Public Information Act; County shall not be liable for disclosure required by law; Vendor shall be solely responsible for asserting and defending claimed exceptions from disclosure; Vendor shall comply with Section 552.372, Texas Government Code, to the extent applicable; and Vendor shall cooperate with County in responding to public information requests. Any confidentiality provision is expressly limited by County's obligations under the Texas Public Information Act.

SECTION 15
TITLE VI AND NONDISCRIMINATION

Vendor shall comply with Title VI of the Civil Rights Act of 1964; all implementing regulations; all applicable federal civil rights requirements; and all applicable nondiscrimination laws. Vendor shall not discriminate on the basis of race, color, national origin, age, disability, religion, sex, or other protected classification in performance of the Agreement.

SECTION 16
DIR CONTRACT

SHI represents and warrants that (a) the DIR Contract is in effect and County is an eligible customer under the DIR Contract; (b) all Software and Services in the Quote are within the scope of the DIR Contract; (c) the prices in the Quote do not exceed the prices authorized under the DIR Contract; and (d) the financing provided under the Agreement is permitted in connection with purchases under the DIR Contract. All terms of the DIR Contract that are more protective of County than the Agreement are incorporated into and apply to the Agreement, and County is entitled to all rights and remedies available to a customer under the DIR Contract.

SECTION 17
MANUFACTURER TERMS

Any Manufacturer license agreement, end user license agreement, master customer agreement, subscription terms, or online terms that apply to the Software and Services shall be subject to this Addendum and the DIR Contract, and any term in those documents that conflicts with this Addendum or Texas law shall be of no force or effect as to County. No County employee or official shall be deemed to have accepted any Manufacturer terms by click-through, electronic acceptance, installation, or use. SHI shall provide County with copies of all Manufacturer terms that apply to the Software and Services before execution of the Agreement, shall flow down to Manufacturer the obligations of Sections 18 through 23 of this Addendum to the extent Manufacturer stores, processes, or accesses County Data or County systems, and shall be responsible to County for Manufacturer's compliance with those obligations.

SECTION 18
OWNERSHIP AND USE OF COUNTY DATA

All County Data shall remain the exclusive property of County. Neither Vendor nor Manufacturer acquires any ownership interest in County Data. County Data shall be used solely to provide the Software and Services to County and shall not be sold, shared, disclosed, or used for any other purpose, including training, developing, or improving artificial intelligence or machine learning models or products for the benefit of anyone other than County, except for de-identified threat indicators that cannot reasonably be used to identify County, its systems, or any individual.

County Data shall be stored and processed only within the United States. No County Data or County system shall be accessed from outside the United States without County's prior written consent.

Upon expiration or termination for any reason, including Nonappropriation, Vendor shall make County Data available to County, for not less than thirty (30) days, in a non-proprietary, commercially usable format at no additional charge. Upon County's written confirmation of successful transfer, Vendor shall return or permanently delete County Data and certify deletion in writing upon request, subject to any legal hold or retention requirement communicated by County.

SECTION 19
CYBERSECURITY INCIDENT REQUIREMENTS

Vendor shall maintain reasonable administrative, technical, and physical safeguards to protect County Data and County systems consistent with recognized industry standards. Vendor shall notify County in writing within twenty-four (24) hours after discovery of any Cybersecurity Incident involving County Data or County systems, so that County may timely meet its reporting obligations under Section 2054.603, Texas Government Code, Section 521.053, Texas Business and Commerce Code, and other Applicable Law. The notice shall describe, to the extent then known, the nature and scope of the incident, the County Data and systems affected, and the actions taken to contain it, and Vendor shall supplement the notice as additional information becomes available.

Vendor shall cooperate fully in investigation, containment, mitigation, recovery, remediation, and legally required notifications. To the extent a Cybersecurity Incident results from the acts or omissions of Vendor, Manufacturer, or Personnel, Vendor shall bear the reasonable costs of investigation, remediation, and legally required notifications.

SECTION 20
PERSONNEL SECURITY

Vendor shall ensure that all Personnel (a) have successfully completed a background check appropriate to their level of access before accessing County Data or County systems; (b) have completed a cybersecurity training program certified under Section 2054.519, Texas Government Code, or a substantially equivalent program, and complete such training annually; and (c) comply with County information security policies provided to Vendor. County may require the removal of any Personnel from work under the Agreement for any lawful reason.

SECTION 21
CRIMINAL JUSTICE INFORMATION

Vendor acknowledges that County systems monitored by the Software and Services may transmit or store Criminal Justice Information, including information from CJIS, TCIC, NCIC, and Criminal History Record Information. To the extent Vendor, Manufacturer, or any Personnel may access such information, Vendor shall, and shall cause Manufacturer to, comply with the

FBI CJIS Security Policy, 28 C.F.R. Part 20, Texas Department of Public Safety requirements, County security requirements, and Applicable Law; execute the FBI CJIS Security Addendum where required; and ensure that no Personnel accesses Criminal Justice Information unless that person has completed all fingerprint-based background checks and training required by the CJIS Security Policy. Vendor shall coordinate with the Burnet County Sheriff's Office and the Texas Department of Public Safety CJIS Security Office as required.

SECTION 22
ACCESS TO COUNTY PREMISES AND SYSTEMS

Vendor and Manufacturer may access County premises or County systems only as necessary to provide the Software and Services, with County's consent, and in compliance with County security policies and Sections 20 and 21 of this Addendum.

SECTION 23
RECORDS RETENTION AND AUDIT RIGHTS

Vendor shall maintain records relating to the Agreement for not less than four (4) years following termination, expiration, or final payment. County, the Texas State Auditor's Office, the Texas Comptroller of Public Accounts, and other governmental entities having jurisdiction may examine and audit such records upon reasonable notice. Vendor shall cooperate fully with any such audit.

SECTION 24
SOFTWARE AND SERVICE CONTINUITY

Vendor acknowledges that continued payment is dependent upon continued provision of Software and Services. If SHI, Manufacturer, or any subcontractor fails to provide material Software and Services required under the Agreement, County may withhold payment for affected services; require correction at no additional charge; terminate for cause upon thirty (30) days written notice if the issue is not cured; and cease payments for Software and Services no longer being provided. County's rights under this Section may be asserted against SHI and any Assignee and survive any assignment.

SECTION 25
WARRANTIES

SHI represents and warrants that (a) the Software and Services will perform in material conformity with the Quote and Manufacturer's published documentation throughout the term of the Agreement; (b) all services will be performed in a professional and workmanlike manner by qualified Personnel; (c) the Software and Services, as delivered, will not contain any virus, malware, time bomb, disabling code, or other malicious code, other than features disclosed in writing to and approved by County; (d) SHI has the right to resell the Software and Services and County's use in accordance with the Agreement will not infringe any patent, copyright, trademark, or trade secret; and (e) SHI shall pass through to County all warranties and

indemnities provided by Manufacturer. These warranties are in addition to any warranty under the DIR Contract.

SECTION 26
NO SELF-HELP REMEDIES

Vendor shall not disable, deactivate, impair, interrupt, suspend, lock, remotely disable, deny access to, or otherwise interfere with County's use of Software and Services based upon an alleged default, payment dispute, contractual dispute, assignment, or other disagreement, and SHI shall not permit or request Manufacturer to do so. This provision supersedes any contrary software license, subscription term, financing document, website term, or service term. This Section does not prevent County's right to use the Software and Services from ending upon lawful termination for Nonappropriation or upon expiration of the Agreement, provided that County's rights under Section 18 regarding County Data are honored.

SECTION 27
ASSIGNMENT

SHI may assign its right to receive Rental Payments under the Agreement to an Assignee for financing purposes only upon (a) written notice to County identifying the Assignee and its payment address, and (b) delivery to County of the Assignee's written acknowledgment that it takes subject to this Addendum. County shall be entitled to continue paying SHI until it receives such notice and acknowledgment, and payment to SHI before that time shall discharge County's obligation to the extent of the payment. Any other assignment, transfer, pledge, delegation, or conveyance of any interest in or obligation under the Agreement, including any delegation of SHI's obligation to provide the Software and Services, requires prior written approval of the Burnet County Commissioners Court.

Every Assignee takes subject to this Addendum and to all claims, defenses, and rights of set-off that County has against SHI. No assignment shall increase County's obligations, alter County's rights, modify remedies, change payment obligations, or amend Agreement terms without formal action of the Burnet County Commissioners Court. Any assignment not made in compliance with this Section is void as to County.

SECTION 28
VENDOR INDEMNIFICATION

To the fullest extent permitted by law, SHI shall defend, indemnify, and hold harmless County and its elected officials, officers, and employees from and against all third-party claims, losses, damages, fines, penalties, and expenses, including reasonable attorney's fees, arising from (a) any claim that the Software and Services infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right; (b) the negligent or wrongful acts or omissions of Vendor, Manufacturer, or Personnel; (c) any breach of Sections 18 through 22 of this Addendum; or (d) any violation of Applicable Law by Vendor, Manufacturer, or Personnel. Any defense of County is subject to the approval of the Burnet County Attorney as to

counsel, and no settlement that imposes any obligation or admission on County shall be made without County's written consent.

SECTION 29
INSURANCE

County's participation in the Texas Association of Counties Risk Management Pool, self-insurance program, or other governmental risk-financing program shall satisfy any insurance obligation imposed upon County. County shall not be required to name Vendor or any Assignee as an additional insured or loss payee except to the extent County's coverage permits.

SHI shall maintain throughout the term of the Agreement, with insurers authorized to do business in Texas, (a) commercial general liability insurance of not less than $1,000,000 per occurrence and $2,000,000 aggregate; (b) technology errors and omissions and cyber liability insurance, including network security, privacy liability, and breach response coverage, of not less than $2,000,000 per claim; and (c) workers' compensation insurance as required by Texas law. SHI shall furnish certificates of insurance to County upon request and shall give County at least thirty (30) days written notice of cancellation or material reduction of coverage.

SECTION 30
AUTHORITY TO BIND COUNTY

Only the Burnet County Commissioners Court acting through lawful authorization may approve amendments; renewals; extensions; increases in compensation; assignment approvals; waivers; or other contractual modifications. Vendor acknowledges that no employee, department, elected official, information technology representative, auditor, or agent of County possesses authority to modify the Agreement absent formal action of the Burnet County Commissioners Court.

SECTION 31
NO UNILATERAL MODIFICATIONS

Vendor shall not modify, and shall not permit Manufacturer to modify as applied to County, pricing; fees; interest rates; financing terms; support obligations; service levels; privacy policies; software license terms; website terms; acceptable use policies; or contractual requirements applicable to County without a written amendment approved by the Burnet County Commissioners Court and executed by both parties. Any attempted unilateral modification shall be void.

SECTION 32
VENDOR FINANCIAL CONDITION AND CONTINUITY OF SERVICES

Vendor shall promptly notify County of bankruptcy; insolvency; receivership; assignment for benefit of creditors; material reduction in operations; merger materially affecting performance; acquisition materially affecting performance; termination or expiration of SHI's authority to resell the Software and Services; or any event reasonably likely to impair performance,

including any such event affecting Manufacturer. County may terminate the Agreement without penalty if County reasonably determines that continued performance is jeopardized.

SECTION 33
COMPLIANCE WITH TEXAS LAW AND STATUTORY CERTIFICATIONS

Vendor shall comply with all Applicable Law. To the extent applicable, SHI certifies and verifies that:

(a) it has complied with Chapter 176, Texas Local Government Code, regarding conflict of interest disclosures;

(b) it is not identified on a list prepared and maintained under Section 2252.153 or 2270.0201, Texas Government Code, and does not engage in business with Iran, Sudan, or a foreign terrorist organization, as provided in Subchapter F, Chapter 2252, Texas Government Code;

(c) it does not boycott Israel and will not boycott Israel during the term of the Agreement, as provided in Chapter 2271, Texas Government Code;

(d) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not so discriminate during the term of the Agreement, as provided in Chapter 2274, Texas Government Code;

(e) it does not boycott energy companies and will not boycott energy companies during the term of the Agreement, as provided in Chapter 2276, Texas Government Code;

(f) neither SHI nor Manufacturer is a company described by Section 2275.0102, Texas Government Code (the Lone Star Infrastructure Protection Act), in that neither is owned by, nor has the majority of its stock or other ownership interest held or controlled by, individuals who are citizens of China, Iran, North Korea, Russia, or a designated country, or a company or other entity owned or controlled by such citizens or directly controlled by the government of such a country, and neither is headquartered in such a country; and no such person or entity will be granted direct or remote access to or control of County systems through the Software and Services; and

(g) it has submitted, or will submit before the Commissioners Court acts on the Agreement, any disclosure of interested parties required by Section 2252.908, Texas Government Code.

The foregoing certifications are continuing, and SHI shall promptly notify County in writing if any certification becomes inaccurate. These certifications apply in addition to, and control over, the Texas Verification Addendum to Lease Purchase Agreement. References to statutes include successor statutes.

SECTION 34
MAXIMUM COUNTY PAYMENT OBLIGATION

Under no circumstances shall County be obligated to pay any amount in excess of $136,180.20 in total Rental Payments, consisting of $127,425.15 in principal and $8,755.05 in interest, payable in three (3) annual installments of $45,393.40, or such other amount as is expressly approved by formal action of the Burnet County Commissioners Court. Any additional interest; finance charge; administrative fee; late fee; true-up charge; inflation adjustment; benchmark adjustment; CPI adjustment; license increase; subscription increase; or other charge not expressly approved by formal action of the Burnet County Commissioners Court shall be void and unenforceable.

No revised amortization schedule, financing schedule, assignment document, invoice, quote revision, or renewal notice shall modify County's payment obligations unless approved by the Burnet County Commissioners Court and incorporated into a written amendment executed by both parties.

SECTION 35
CONDITIONS TO COUNTY'S OBLIGATIONS

The Agreement shall not be binding on County unless and until (a) the Agreement and this Addendum have been approved by the Burnet County Commissioners Court in an open meeting, and (b) this Addendum has been executed by SHI. Any revision to Exhibit A or to any financing term before closing must be approved by the Burnet County Commissioners Court before it becomes effective.

SECTION 36
SURVIVAL

Sections 4 through 8, 14, 18, 19, 21, 23, 27, and 28 of this Addendum, and any other provision that by its nature should survive, shall survive the expiration or termination of the Agreement.

SECTION 37
NOTICES TO COUNTY

All notices to County under the Agreement shall be in writing and delivered by hand, by certified mail, return receipt requested, or by nationally recognized overnight courier to the Burnet County Judge, 220 South Pierce Street, Burnet, Texas 78611, with a copy to the Burnet County Attorney at the same address. Notices of Cybersecurity Incidents under Section 19 shall also be given immediately by telephone and email to the County information technology contact designated by County.

SECTION 38
SEVERABILITY

If any provision of this Addendum is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any invalid provision shall be modified only to the extent necessary to comply with Applicable Law while preserving the parties' intent.

SECTION 39
ORDER OF PRECEDENCE

The following order of precedence shall apply:

(1) Any subsequent written amendment approved by the Burnet County Commissioners Court, executed by both parties, and expressly modifying this Addendum;

(2) This Addendum;

(3) The DIR Contract, to the extent more protective of County;

(4) The Texas Verification Addendum to Lease Purchase Agreement and the Texas Addendum to Lease Purchase Agreement, each as modified by this Addendum;

(5) The Lease Purchase Agreement, as modified by this Addendum;

(6) Exhibit A (Lease Payment Schedule), as modified by this Addendum;

(7) The Quote;

(8) The Acceptance Certificate and other closing documents;

(9) Manufacturer license and subscription terms; and

(10) Any website terms, click-through terms, electronic acceptance terms, or other incorporated document.

The parties acknowledge that this Addendum was specifically negotiated to satisfy legal requirements applicable to a Texas county government. Without limitation, any quote revision, financing schedule, amortization schedule, payment schedule, assignment document, invoice, subscription renewal notice, software license revision, website modification, click-through term, or online modification that purports to alter County's obligations shall be ineffective unless approved by the Burnet County Commissioners Court and incorporated into a written amendment executed by both parties.

SIGNATURES

BURNET COUNTY, TEXAS

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

ATTEST:

_____
Vicinta Stafford
County Clerk

APPROVED AS TO FORM:

_____
Eduardo Arredondo
Burnet County Attorney

SHI GOVERNMENT SOLUTIONS, INC.

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